SHL
WITHDRAWN

THE DOCTRINE OF COMMON EMPLOYMENT p. 143
BUSINESS OF THE COURTS .. .. .. p. 144

The Solicitors' Journal

[ESTABLISHED 1857.] [REGISTERED AS A NEWSPAPER.]

VOL. LXXVIII. No. 9 [PAGES 141 TO 160]. Saturday, March 3, 1934. PUBLISHED WEEKLY. PRICE ONE SHILLING.

MEMORANDUMS AND ARTICLES OF ASSOCIATION
(To accord with the Companies Act, 1929.)
FORM A—For Large Public Companies ··· 3s. 6d.
FORM B—For Small Public Companies ··· 2s. 6d.
FORM C—For Large Private Companies ··· 3s. 6d.
FORM D—For Small Private Companies ··· 2s. 6d.
The above draft forms are drawn, settled and revised from time to time by eminent Company Counsel. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to
JORDAN & SONS, LIMITED,
Company Registration Agents,
116-118, Chancery Lane, London, W.C.2.
City Branch—13, Broad Street Place, E.C.2.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

ABBEY & CO. Ltd.
VALUATIONS for Probate and Insurance.
A. ABBEY
for quarter of a century Chief Art Expert to Christies.
1c, KING STREET, ST. JAMES'S, S.W.1
WHITEHALL 2544.

For
COURT BONDS
on behalf of
ADMINISTRATORS, RECEIVERS IN BANKRUPTCY, TRUSTEES IN BANKRUPTCY, and under DEEDS OF ARRANGEMENT, SPECIAL INDEMNITIES in connection with MISSING BENEFICIARIES, LOST DOCUMENTS and DEFECTS IN TITLE, COMMERCIAL FIDELITY GUARANTEES, CUSTOMS and EXCISE BONDS
Apply to the
PHŒNIX
Assurance Company Ltd.
Head Office:
PHŒNIX HOUSE, KING WILLIAM ST., LONDON, E.C.4.
Law Courts Branch:
187, FLEET STREET, E.C.4.

THE
ROYAL EXCHANGE ASSURANCE
Incorporated A.D. 1720
Trustee Service
All the duties of Executor and Trustee undertaken. Fees are extremely moderate and free booklet should be obtained from the General Manager, Head Office
ROYAL EXCHANGE
LONDON, E.C.3.

For
ADMINISTRATION, RECEIVERSHIP, CUSTOMS } BONDS
FIDELITY GUARANTEES
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re :
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

THE PROPERTY & REVERSIONARY INVESTMENT CORPORATION LTD.
9 and 11, COPTHALL AVENUE, E.C.2.
ESTABLISHED 1912.
LARGE FUNDS AVAILABLE
for Purchase of Freehold and Leasehold Properties.

THE GUARANTEE SOCIETY LIMITED
THE OFFICE WHICH IN THE YEAR 1840 FOUNDED PUBLIC SURETYSHIP
Administration Bonds
ON FAVOURABLE TERMS.
Obligation to Private Sureties Avoided and the Interests of Beneficiaries Assured by a Perpetual Surety.
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
Telephone: Avenue 4071.
BRANCHES IN MOST PRINCIPAL TOWNS.
Court Bonds and Indemnities.

UNIVERSITY OF LONDON
30 JUN 1964
LIBRARY

ADVERTISEMENTS OF REGISTERED ANNUAL SUBSCRIBERS ARE INSERTED FREE OF CHARGE UNDER APPOINTMENTS VACANT, APPOINTMENTS WANTED, PRACTICES AND PARTNERSHIPS, AND ARTICLED CLERKS.

NOTICE TO SUBSCRIBERS.

The Manager would appreciate the courtesy if Subscribers would kindly notify him at once when Appointments have been filled or obtained.

When replying to Advertisers please mention "The Solicitors' Journal."

PUBLIC NOTICES.

CIVIL SERVICE COMMISSION.

A vacancy exists for one established Junior Legal Assistant in H.M. Land Registry. Salary for men, £305 a year, rising by eighteen annual increments to a maximum of £622 a year; for women, £305 a year, rising by seven annual increments to £388 a year, and by seven further annual increments to a maximum of £505 a year. The scales of remuneration are liable to review.

Candidates must be Barristers or admitted Solicitors, and should have had experience of Real Property Law and Conveyancing; they must be under the age of 35 on the 19th March, 1934, but this age limit may be extended in favour of candidates who served in H.M. Forces between the 4th August, 1914, and the 11th November, 1918, and are or have been employed in a Government Department.

The initial salary may be increased by increments of approximately £17 10s. in the case of men, and approximately £11 10s. in the case of women, in respect of each completed year, not exceeding five, of professional experience after reaching the age of 25.

Forms of application and copies of the regulations may be obtained from the Secretary, Civil Service Commission, Burlington Gardens, London, W.1, to be returned not later than the 19th March, 1934.

APPOINTMENTS VACANT.

ASSISTANT Solicitor required in South of England. Must have sound Conveyancing knowledge, and several years' experience since admission, and able to work without any supervision, occasional advocacy. —Apply, stating age, experience, qualifications and salary required to Box "L.T.," c/o S.L.S.S. Limited, 22, Chancery-lane, W.C.2.

WANTED immediately, young Assistant Solicitor (preferably Honours), thoroughly experienced all branches; capable of working with very slight supervision in busy provincial office; prepared to undertake advocacy. Reply, stating age, experience, and enclosing copy references and photograph, if possible, Box 4163, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OPENING in large firm of City Solicitors (with commercial, company and general practice) for applicant (whether admitted or not) who must be a first-class lawyer and expert draftsman accustomed to take the responsibilities of a principal.—Write, stating age and experience, to Box H.81, Willings, 86, Strand, W.C.2.

WANTED by West-End firm of Solicitors an experienced clerk, between 30 and 45, for litigation department, having experience of Chancery and King's Bench; some knowledge of county court work useful; must be competent to draw briefs and work without supervision; salary about £300.—Box 4165, Solicitors' Journal, 29, Breams-buildings, E.C.4.

APPOINTMENTS WANTED.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery-lane, W.C.2.

CONVEYANCING and General Clerk (28), desires change. Mainly conveyancing, but good general experience (including Family, Trust and Building Society work); used to interviewing and acting without supervision; has managed suburban branch office. Salary about £5.—Box 4162, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Solicitor (26), nine years' practical experience with present firm in all branches of law, desires situation with prospects of share or succession where work considered capital; salary by arrangement. —Box 4166, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (28), educated Sherborne; articled Bedford-row, London, admitted 1929, good general experience, seeks opening in country firm, South of England; salary £208, or by arrangement.—Box 4158, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor (22½), experience conveyancing, trust, probate and general non-contentious work with large provincial firm; Honours November, 1933; desires post in busy office, any district; hard worker; salary by arrangement.—Box 4164, Solicitors, Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (40), admitted 1920, last 8 years with London (West End) firm, previously in country, desires return to provincial practice, view to possible partnership. Experience chiefly conveyancing, &c.; accustomed to interview clients and act without supervision; salary by arrangement.—Box 4156, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (36), B.A., Cantab., recently qualified, but experienced conveyancing, probate and trust matters, capable of acting without supervision, requires position with prospects; accept small salary for few years; funds available for purchase partnership; good references. —Box 4151, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (30), Honoursman, Public School education, good general experience, but chiefly conveyancing and trust matters, accustomed to interview clients and act without supervision, seeks partnership after preliminary clerkship; ample capital available; excellent references.—Box 4145, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LITIGATION and/or General Clerk, age 24, married, requires position in town or South of London; good knowledge of police, county and High Court practice (including King's Bench, Chancery, Divorce and Lunacy); House of Lords and criminal work; bankruptcy and costs; fair knowledge of conveyancing, book-keeping (Kain's) and typewriting; excellent references; can introduce business. Salary required £4 per week.—Box 4150, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CASHIER Book-keeper (Solicitor's daughter), Kain's and other systems; income tax returns and repayments; trust and estate accounts; probate and winding up; 16 years' experience with solicitors; good references; salary about £5 weekly.—Box 4111, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 20, Grosvenor-gardens, S.W.1 (Telephone: Sloane 2315) to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-REG. OFFICER 40, urgently seeks club or private secretarial post, London; five years business and private secretary to M.P.; highest credentials. 15570

HOTEL Restaurant Manager or Assistant, aged 36, experience all branches; first-class or commercial banqueting; staff control; accounts; London or Provinces. 15499

EX-FIELD OFFICER, 41, bachelor, practical experience engineering (auto, aero and petroleum), transportation (land, sea, air), organiser, administrator, disciplinarian, special representative, travelled four continents, excellent references, desires commercial or private appointment. 9439

TRAVELLER seeks position, excellent connection, sales record, every branch licensed trade, bottlers, mineral water manufacturers, wholesale and retail grocery trade; North, East Ridings, Yorkshire, Durham, Northumberland. 15409

EX-REGULAR Officer (35), partially disabled, requires employment urgently; good office experience, capable organiser and knowledge French, Italian; willing; accept anything for living wage; fullest inquiries welcomed. 11042

ADVERTISER seeks employment with Merchant Firm importing goods India, China, Japan and West Indies; 28 years' experience; good connections amongst buyers and sellers could be introduced. 15356

PRACTICES AND PARTNERSHIPS.

SOLICITOR (27), Public School, Honours, admitted 3½ years, desires Partnership in West Sussex (preferably Worthing or Brighton); considerable experience in conveyancing, trust, probate, common law and criminal work; used to advocacy and to managing large office without supervision.—Box 4161, Solicitors' Journal, 29, Breams-buildings, E.C.4.

£10,000

Each year this sum is being paid by us to members in claims and grants.

ARE YOU A MEMBER?

The

UNITED LAW CLERKS' SOCIETY

2 STONE BUILDINGS, LINCOLN'S INN
LONDON, W.C.2 TEL.: HOLBORN 5767

PROVINCIAL CLERKS INVITED TO JOIN

EAST LANCASHIRE Solicitors desire to purchase, or to acquire the succession to, a conveyancing and family practice in the neighbourhood, for amalgamation with their present practice; good introductions essential. —Box 4167, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), Cantab., admitted 1921, seeks partnership or succession in London or Southern England; capital available; fully experienced, especially litigation, company, conveyancing, probate and trust matters; now practising on own account.—Box 4168, Solicitors Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (27) desires to purchase share in established Conveyancing, General or Common Law Practice, preferably in Midlands or South, or seeks appointment with prospects of early partnership.—Box 4128, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

TO LET, on main road, Forest Hill, S.E., large house, suitable front for office; £90 per annum.—Apply 60, Oakfield-road, S.E.20. Telephone Sydenham 8225.

PROPERTY INVESTMENTS.

WATKIN & WATKIN, East Grinstead. Telephone 375.

WEEKLY property comprising compact lot of UNCONTROLLED COTTAGES yielding £1,142 14s. p.a. gross rent. Freehold £13,750.

WEEKLY property comprising compact lot of UNCONTROLLED COTTAGES yielding £886 12s. p.a. gross rent. Freehold £10,500.

WEST-END, newly converted Block of Flats, in improving locality. Gross income £925 per annum (capable considerable improvement). Net income £615 per annum. Lease 22 years. Astonishing bargain at £2,150.—Apply Sole Agents, Hamilton, Young & Son, 116, Finchley-road, N.W.3. Ham. 0027.

MORTGAGES.

£1,000 AVAILABLE on Mortgage for limited period of three years; special terms would be considered.—Box 4157, Solicitors' Journal, 29, Breams-buildings, E.C.4.

TRUST FUND of £300,000 available in one or more sums for advance on first-class securities.—Particulars to H. E. Foster & Cranfield, 6, Poultry, London, E.C.2.

PROFESSIONAL NOTICE.

NILS HELLNER, Solicitor and Barrister, Fredsgatan, 2, Stockholm. Debt collections, law suits in all Sweden.

The Solicitors' Journal

VOL. LXXVIII. **Saturday, March 3, 1934.** No. 9

Current Topics: Lord High Commissioner—A Judicial Age Limit—A Void Execution — Third-Party Aircraft Damage Insurance — An Agent's Fraud—The Problem of a Ruinous House 141
The Doctrine of Common Employment 143
Business of the Courts 144
Costs 144
Company Law and Practice 145
A Conveyancer's Diary 146
Landlord and Tenant Notebook .. 147
Our County Court Letter 148
Points in Practice 149
To-day and Yesterday 150
Correspondence 151
Obituary 152
Reviews 152
Books Received 153
Notes of Cases—
Kleinwort, Sons & Co. *v.* Associated Automatic Machine Corporation Limited 153
Flower *v.* Ebbw Vale Steel, Iron & Coal Co. Ltd. 154
In re an Appeal from and an Application in respect of the Decision of H. W. Magrath 154
Bushell *v.* Timson 154
Bennett *v.* Bennett 155
Table of Cases previously reported in current volume 155
Societies 155
Parliamentary News 159
Legal Notes and News 159
Court Papers 160
Stock Exchange Prices of certain Trustee Securities 160

Current Topics.

Lord High Commissioner.

THE office of Lord High Commissioner to the General Assembly of the Church of Scotland, to which Mr. JOHN BUCHAN has been reappointed, is one with interesting traditions, dating from the year 1592. Like so many other offices connected with Scottish administration in former days, the title "Lord" became attached to it, but in this case this seemed entirely fitting seeing that the holder represents His Majesty during the sittings of the Assembly, which is the supreme court of the Scottish Church, and as such exercising, although now but rarely, judicial functions which in times past offered opportunities to members of the Bar to defend clerics accused of over-bibulous tendencies. BOSWELL, it may be recalled, appeared in many of these cases, and after him, SCOTT occasionally put in a professional appearance, as also did his contemporary, FRANCIS JEFFREY. Although the duties of the Lord High Commissioner occupy him for a very brief period, his presence in Edinburgh with the attendant ceremony lends a touch of colour to the capital and revives for a time something of the glories of Holyrood Palace. The Commissioner is appointed under the great seal of Scotland, and his commission is presented by him at the first meeting of the Assembly when it is read and ordered to be recorded among its Acts. Till very recent years, the closing proceedings of the Assembly were marked by declarations which gave occasion to no little criticism from onlookers. This arose out of the practice, which was of long standing, for the Moderator, that is, the Minister acting as Chairman of the Assembly for the year, to appoint the next Assembly to meet on a particular day of the following year "in the name of the Lord Jesus Christ, the King and Head of the Church," this being followed by the Commissioner who invariably appointed the same day "in the name of the King." By a happy arrangement this formula was modified some years ago and the incongruity of the dual proclamations obviated. The new Lord High Commissioner, Mr. JOHN BUCHAN, is a member of the English Bar, although no longer a practising one, but at least one of the numerous books which have come from his pen dates from the time when he looked to the law as his calling in life; the book in question being "The Law relating to the Taxation of Foreign Income," which was commended by the late Lord HALDANE in an appreciative foreword.

A Judicial Age Limit.

THE announcement by Judge CRAWFORD that he has received intimation from the Lord Chancellor that, on account of his age, he is to retire in August next, suggests anew the question whether there should be in all cases an age limit for judicial service. Arrived at the age of three score years and ten, which the Psalmist regarded as the average limit of man's days upon earth, the mental agility of most men is not so acute nor is their power of concentration so keen, and what applies to the generality of mankind applies equally to those holding judicial office. No doubt there are exceptions, of which we have had several examples in recent years, such as Lord HALSBURY, who seemed to possess the secret of perpetual youth, but it is not given to many to exhibit till their latest days that robustness of thought and vigour of expression that characterised him in his prime. It has been said of an eminent judge, distinguished by his clarity of thought and promptitude in decision, who sat for some years in the House of Lords, taking his full share in its judicial work, that he determined, although feeling no diminution of his faculties, physical or mental, to abstain from further participation in appellate work, because it might be alleged that his great age disqualified him for the adequate performance of judicial duty. That, surely, was a wise decision, although it might be attributed to over-caution. At the present time there is no age limit for judges of the Supreme Court, but with regard to them, as with county court judges, might it not be well to follow the rule, obtaining in the civil service, of compulsory retirement at a certain age? No doubt this would involve the loss of some excellent judges, whose exceptional vigour of mind qualified them for further service, but it should not be overlooked that such cases are the exception and not the rule, and probably most of them would welcome release from the cares of office when they had reached the end of the term for which they were eligible.

A Void Execution.

AN intricate problem turning on the construction of the Workmen's Compensation Rules, 1926, and the County Courts Act, 1888, was recently decided by Mr. Justice CHARLES in *Bushell* v. *Timson* (78 SOL. J. 154), in a manner favourable to the plaintiff. The claim was for damages for conversion of goods resulting from a sale by auction to the defendant of certain goods and chattels taken in an execution which was alleged to be void. The execution was levied to enforce an award made in an arbitration under the Workmen's Compensation Act, 1925. Rule 82 of the Workmen's Compensation Rules, 1926, empowers a party entitled to compensation or costs to apply to the court for leave to issue execution on notice in writing in accordance with the County Court Rules as to interlocutory applications. Where the application is made to the registrar, he may, if no cause is shown to the contrary and on proof of the amount in payment of which default has been made, give leave for execution to issue. If cause is shown to the contrary, or if the registrar is in doubt as to the proper order to be made, he may refer the matter to the judge. There was no application in this

case, and therefore, no leave was given, no proof was made and there was no possibility of cause being shown to the contrary. Section 52 of the County Courts Act, 1888, provides that " no officer of any court in executing any warrant of a court, and no person at whose instance any such warrant shall be executed, shall be deemed a trespasser by reason of any irregularity or informality in any proceeding on the validity of which such warrant depends, or in the form of such warrant, or in the mode of executing it, but the party aggrieved may bring an action for any special damage which he may have sustained by reason of such irregularity or informality against the party guilty thereof, and in such action he shall recover no costs, unless the damage awarded shall exceed 40s." Mr. Justice CHARLES, in deciding that the execution was void, said that he was quite clear in his mind that there was a definite distinction between execution on an award under the Workmen's Compensation Rules of 1926, and execution on a judgment which was not hedged round by specific rules as was execution on an award. The person on whom execution might be levied was to be given every opportunity of avoiding the execution, and as no opportunity whatever was given in this case, s. 52 of the County Courts Act, 1888, was of no avail to make the execution valid, or to enable the High Bailiff to give a good title to the goods bought by the defendant. Judgment was accordingly given for the return of the goods or some agreed sum for their value. A *bonâ fide* purchaser from the sheriff obtains a good title although the execution is irregular (Halsbury, " Laws of England, Tit. Execution," vol. 14, p. 31), and not where the execution is void, but the line between irregularity and voidness is often very difficult to define.

Third-Party Aircraft Damage Insurance.

THE suggestion put forward by a correspondent to *The Times* that third-party insurance should be compulsory in the case of all privately owned aircraft is one that is deserving of serious consideration. At present, under s. 9 (1) of the Air Navigation Act, where material damage or loss is caused by an aircraft in flight or taking off or landing or by any article falling from it, damages are to be recoverable from the owner without proof of negligence or intention or other cause of action. This is sufficient to protect the public when the ownership of the aircraft is in a substantial corporation, but it is easy to imagine a case in which the person owning an aeroplane may become liable to pay damages far beyond his means. In the absence of any insurance policy the chance of recovering damages would then, of course, be remote. It would seem that the practical way of dealing with the matter would be to insist upon the same law being applied to aircraft as to motor-cars under the Road Traffic Act, 1930. There is, however, this further point to be borne in mind—that the provisions of the Act of 1930 have proved wholly inadequate in view of the ease with which insurance companies can escape liability under their contracts. It therefore appears to be worthy of the consideration of Parliament whether the terms of s. 9 (1) ought not now to be applied to motorists; and in view of the fact that the whole subject of inadequate insurance of motorists is now being discussed both in and out of Parliament, the possibility of legislative enactment on these lines is worthy of consideration.

An Agent's Fraud.

THE final stage in an interesting sequel to the HATRY frauds was reached in the House of Lords on 22nd February (*Kleinwort, Sons and Co. and Others* v. *Associated Automatic Machine Corporation Ltd.*, 78 SOL. J. 153). The claim in the action was for damages for alleged fraudulent misrepresentation, breach of warranty, negligence and refusal to register the plaintiffs as holders of certain shares in the defendant company. The plaintiffs had, in July and August, 1929, advanced £150,000 to Austin Friars Trust Ltd. and £30,000 to Dundee Trust Ltd. on the security of large blocks of shares in the defendant company. Certificates of the transfer of the shares had been fraudulently made by Secretarial Services Ltd., acting as registrar of the defendant company, clerks in the employ of that company acting under the direction of EDMUND DANIELS, a director of the company, as well as of Austin Friars Trust Ltd. Actually no such share certificates had been received by the defendant company. Mr. Justice AVORY followed *Barwick* v. *English Joint Stock Bank*, L.R. 2 Ex. 259, and *Lloyd* v. *Grace Smith & Co.* [1912] A.C. 716; 56 SOL. J. 723, and held the defendant company liable for the fraud of their agents, awarding £72,000 damages. The Court of Appeal reversed this judgment, following *George Whitechurch & Co. Ltd.* v. *Cavanagh* [1902] A.C. 117, and holding that the representation that a certificate had been lodged when in fact it had not been lodged was beyond the scope of the authority of Secretarial Services Ltd. In *George Whitechurch & Co. Ltd.* v. *Cavanagh* the House of Lords decided that where a secretary had certified a transfer without any share certificate having been lodged, the company were not liable for his fraud, as an authority to certify transfers was only an authority to acknowledge the receipt of share certificates which were actually lodged in the office, and that the secretary was not acting within the scope of his authority in certifying transfers without the share certificates having been lodged. Following this " clean and clear decision " the House dismissed the appeal with costs, Lord RUSSELL OF KILLOWEN stating that *Cavanagh's Case* was indistinguishable from that under consideration. In view of *Cavanagh's Case*, the House had no other alternative, but it is not often that previous decisions solve difficult problems such as that arising in *Kleinwort's Case* in so simple a manner.

The Problem of a Ruinous House.

A NEWSPAPER reports a problem for the local authorities in a London suburb which appears to be outside the area covered by the Metropolitan Building Act, 1855. An old woman owns and lives by herself in a big house standing in its own grounds. The house is in a ruinous condition and apparently may collapse at any time. Were it to do so, however, it would fall entirely within its own grounds, and no one on a public highway could be hurt. The old woman allows no one near the place, and she alone would be injured by the fall, unless a chance trespasser was about, or a burglar was at work there. The local surveyor is given no access, and she screams at all comers to depart. The authorities are consequently wondering what course to pursue. Under s. 73 of the Metropolitan Building Act, 1855, it was held in *L.C.C.* v. *Herring* [1894] 2 Q.B. 522, that that Act was applicable to any structure in a dangerous state, even though no danger to passengers in a street was anticipated. In *Mellor* v. *Warden* (1896), 40 SOL. J. 567, a Divisional Court held to the same effect on a case stated in respect of s. 75 of the Towns Improvement Clauses Act, 1847, but in that case the building, a wall, was adjacent to other private property, so it might be distinguishable. In the present case the Metropolitan Building Act, 1855, would not be applicable outside the L.C.C. area, and, if *Mellor* v. *Warden* is distinguishable as suggested, there does appear a certain difficulty under the above Act. It is not clear, however, why, under s. 11 of the Housing Act, 1925, a closing order on the ground that the house is in a state so dangerous as to be unfit for human habitation should not be made. Power of inspection is given by ss. 8 and 9, and of entry of any house under s. 127. As to the penalty for obstruction on any person who prevents a medical officer or other accredited official of a local authority from making an inspection under the Housing Acts, see *Arlidge* v. *Scrase* [1915] 3 K.B. 325. This case was decided under the Housing of the Working Classes Act, 1890, and the Housing and Town-Planning Act, 1909, but the legislation which has superseded these Acts has of course similar provisions for the enforcement of the statutory inspections which it authorises: see ss. 123 and 124 of the Housing Act, 1925, *supra*.

The Doctrine of Common Employment.

THE doctrine of "Common Employment" has formed the subject of judicial review in two cases of importance on comparatively recent dates. In *Fanton* v. *Denville* [1932] 2 K.B. 309, the Court of Appeal dealt with the subject in a case in which an actor broke his ankle during the rehearsal of a stage play; whilst in *Knott* v. *London County Council* (1933), 77 SOL. J. 318, the Divisional Court dealt with a case in which a cleaner employed in a public elementary school was bitten by a dog belonging to the school caretaker, and it was held that the employers of the caretaker were not responsible, a decision which was upheld on appeal: see [1933] W.N. 233.

The foundation of the law upon this subject as applied to-day is to be discovered in *Priestley* v. *Fowler* (1837), 3 M. & W. 1. It was a case in which a servant sued his master for injuries caused by the breakdown of the master's van whilst the servant was driving it; and the case was founded upon an allegation that the master had not used proper care that the van should be in a proper state of repair, or not overloaded, or that the plaintiff should be safely and securely carried by it. It was proved in evidence at the trial that the master knew the van was overloaded and damages were awarded against him. The judgment, however, was set aside on the principle that as the servant knows as much about the matter as his master, he cannot hold the master liable for the risks he undertakes.

Reviewing this authority in *Fanton* v. *Denville*, *supra*, Scrutton, L.J., in a most valuable and exhaustive judgment, dealt with the history of the doctrine and with the various authorities available over a long period of years. The facts and findings, he said, appeared to raise the question of law "whether an employer warrants that the plant and property of his business are safe, or only promises that he will use reasonable care to see that they are safe," and whether he fulfils that promise by using reasonable care to appoint only competent persons to undertake that duty, and if he does so is not liable for the negligence of his delegates; the servant injured not being entitled to complain of the negligence of a fellow-servant by reason of the doctrine of common employment identified with the case of *Priestley* v. *Fowler*, because in the words of Kennedy, L.J., in *Young* v. *Hoffman Manufacturing Company* [1907] 2 K.B. 646, "the master does not undertake to indemnify the servant against the consequences of the negligence of any person except the master himself."

The exact and original doctrine of common employment connected with *Priestley* v. *Fowler* (continued Scrutton, L.J.) is to be found by looking at *Farwell's Case*, 3 Macq. 316, and *Hutchinson's Case*, 5 Ex. 343. In the former the principle was put thus by Shaw, C.J.: "The general rule, resulting from considerations as well of justice as of policy, is, that he who engages in the employment of another for the performance of specified duties and services for compensation takes upon himself the natural risks and perils incident to the performance of such services, and in legal presumption the compensation is adjusted accordingly. And we are not aware of any principle which should except the perils arising from the carelessness and negligence of those who are in the same employment. These are perils which the servant is as likely to know, and against which he can as effectually guard, as the master. They are perils incident to the service, and which can be as distinctly foreseen and provided for in the rate of compensation as any others. . . . Where several persons are employed in the conduct of one common enterprise or undertaking, and the safety of each depends much on the care and skill with which each other shall perform his appropriate duty, each is an observer of the conduct of the others, can give notice of any misconduct, incapacity, or neglect of duty, and leave the service, if the common employer will not take such precautions and employ such agents as the safety of the whole party may require. By these means the safety of each will be much more effectually secured than could be done by a resort to the common employer for indemnity in case of loss by the negligence of each other. Regarding it in this light, it is the ordinary case of one sustaining an injury in the course of his own employment, in which he must bear the loss himself, or seek his remedy, if he has any, against the actual wrongdoer." (See judgment of Shaw, C.J., at pp. 316 and 319.)

In *Hutchinson's Case* (as Scrutton, L.J., pointed out further) the principle is set out in the judgment of Alderson, B. (at 5 Ex. 351 *et seq.*), thus: "The master is not generally responsible, when he has selected persons of competent care and skill. Put the case of a master employing A and B, two of his servants, to drive his cattle to market. It is admitted, that if by the unskilfulness of A a stranger is injured, the master is responsible. Not so, if A by his unskilfulness hurts himself: he cannot treat that as the want of skill of his master. Suppose, then, that by the unskilfulness of A, B, the other servant, is injured while they are jointly engaged in the same service, there we think B has no claim against the master. They have both engaged in a common service, the duties of which impose a certain risk on each of them; and in case of negligence on the part of the other, the party injured knows that the negligence is not that of his master. He knew, when he engaged the service, that he was exposed to the risk of injury, not only from his own want of skill or care, but also from the want of it on the part of his fellow-servant; and he must be supposed to have contracted on the terms that, as between himself and his master, he would run this risk."

After reviewing a number of other authorities the learned Lord Justice pointed out that these all went to show that the doctrine of common employment protects the master from liability to one servant for loss caused by the negligence of a fellow-servant, but leaves what duties, if any, lie on the master himself as to the provision of suitable plant and competent fellow-servants, and propounded this further question:—

> "Is the master's duty to make good an absolute warranty of the fitness of buildings and plant employed in his business for their purpose, or is it an obligation merely personally to use reasonable care to see that they are fit, and does the master fulfil this duty by using reasonable care to appoint competent servants, in which case he is not liable if they act negligently?"

That aspect of the question was first considered in *Wigmore* v. *Jay*, 5 Ex. 354, where a builder employed competent persons to erect scaffolding. They used an unsound pole the risk of which was known to the foreman. The pole broke and injured a bricklayer. It was held that the injured workman could not recover because there was no evidence that the builder had employed an incompetent person to erect the scaffolding. Similar decisions are to be found in *Riley* v. *Baxendale* (1861), 30 L.J. Ex. 87; in *Seymour* v. *Maddox* (1851), 16 Q.B. 326; and in *Brown* v. *Accrington Cotton Spinning Co.* (1865), 3 H. & C. 511, the headnote to the last named case being as follows:—

> "A person who erects a building by contract, and employs a clerk of the works to superintend the erection, is not liable for injury occasioned to a workman in the building by reason of its negligent construction, unless he personally interfered or negligently appointed an incompetent clerk of the works with knowledge of his incompetency."

Coming to more recent times, in the case of *Cribb* v. *Kynock, Ltd.* [1907] 2 K.B. 548, an exhaustive judgment was delivered by Bray, J., in which it was laid down that where an employer employs a competent foreman he is not liable for the results of that employee's negligence. This judgment was approved and adopted in *Young* v. *Hoffmann Manufacturing Co.*, *supra*,

where, as already stated, Kennedy, L.J., delivered his judgment absolving the employer from the consequences of anybody's negligence except his own.

Other cases relevant to the principle underlying the doctrine are *Hedley* v. *Pinkney & Sons S.S. Co.* [1894] A.C. 222; *Coldrick* v. *Partridge, Jones & Co.* [1910] A.C. 77; and *Cole* v. *de Trafford (No. 2)* [1918] 2 K.B. 523. All of these bear out the Kennedy judgment applied to varying sets of circumstances.

Business of the Courts.

COUNTY COURT JURISDICTION.

[CONTRIBUTED.]

THE second interim report of the Business of the Courts Committee has now been available for the consideration of all for some weeks, and there has been opportunity for reflection and even debate on the proposals which it embodies. If the terms of reference mean anything at all, they mean that the Committee is to consider what steps may best be taken to secure a less costly and a more expeditious administration of justice, and a relief of the present congestion in the King's Bench Division.

Whilst one may regret that in some places there must be a treading on the corns of historical sentiment, the proposals for reorganisation of the circuits clearly involve a saving of judicial time, and to that extent are in the public interest. Is this all, however, that can be offered in the cause of economy and expedition? Have the Committee really grappled boldly with this matter?

The truth is, that the proposal with regard to the assizes, useful as it may be within limits, will not approach of itself to a solution. It may help somewhat toward the relief of congestion, but only to a very limited extent. The Committee have considered the extension of county court jurisdiction, and if rumour is well founded, the bulk of the evidence which they heard was in its favour. Despite this, the matter is dismissed on the same old grounds which have been argued and answered again and again. Of all the courses open, not one would have a greater effect than the extension of the jurisdiction of county courts on the relief of High Court congestion and the cheapening of the administration of justice. Without it, the problem will never be solved.

There is no need for a leap in the dark such as was feared by the Lord Chancellor. There is no need to compel a litigant, who has a claim over £100 in amount, to take his case to the county court, nor to deny him access to the High Court under the penalty of deprivation of his costs, as suggested by the Business of the Courts Committee. The change can be made gradually and with careful safeguards, on some such lines as the following:—

(1) Give the county courts *concurrent* jurisdiction with the High Court in all common law cases, involving sums from £100 to £300 in amount, with power to increase such jurisdiction to £500 after a period of not less than two years, by Order in Council.

(2) All extended jurisdiction cases to be entered and tried exclusively at the principal county courts in each district, where the staff and buildings are already adequate, the minor courts being grouped round the more important ones for this purpose.

(3) All extended jurisdiction cases to be started by summons and particulars of claim, and a statement of defence to be filed and served within a stated time. After delivery of defence, the registrar to have power, in cases appearing from the pleadings to be unsuitable for the county court, to make an order transmitting to the High Court for trial, whether at assizes or under the New Procedure.

(4) County Court Registrars to have jurisdiction in disputed cases not exceeding £15, with a right of appeal to the judge in cases exceeding £2 in amount.

It is not the fact that any considerable extension in buildings or increase of staff would be necessitated if the above proposals were carried into effect; nor is it the fact that the county court judges in the provinces are so overburdened that they could not cope with the work. There would be no chaos such as is apparently feared by the Lord Chancellor. The judges would be greatly relieved by the increase in the jurisdiction of registrars, and would be well able to cope in the provinces with the additional work. For the most part they do not regard it with the dread affected by many opponents of it who will not be called upon to carry out the work.

The discussion of this subject was discouraged on the second reading of the County Courts Bill in the House of Lords recently, on the ground that it was not a matter relevant to the Bill. One may ask why a matter of such importance is not dealt with in a Bill purporting to set the county courts' house in order. It should have been made a relevant matter. It is high time for a decision by those in authority. Hesitation will get us nowhere. There never was a more fallacious maxim than "Everything comes to him who waits." What is wanted is a strong lead. The Lord Chancellor should remember that a Nelson is more loved by the world than a Fabius Cunctator.

Last July a resolution was passed by the Associated Provincial Law Societies favouring an increase in county court jurisdiction to £300. If this resolution can be relied on, we are faced with a real demand by the provinces, where there is every opportunity by experience to judge of the working of the courts and of their ability to undertake more. We cannot afford to ignore an opinion and a demand coming from such a quarter.

Costs.

SECURITY FOR COSTS—(*continued*).

IN our last article (78 SOL. J. 93) we dealt briefly with the question of security for costs in High Court proceedings, and we now propose examining other provisions dealing with this question of security for costs.

The question of security for costs in respect of appeals to the Court of Appeal is dealt with in r. 15 of Ord. 58, the latter portion of which provides that "such deposit or other security for the costs to be occasioned by any appeal shall be made or given as may be directed under special circumstances by the Court of Appeal." The application is made by motion in the ordinary way (see r. 28 of Ord. 58) after the appeal is set down, *Morgan* v. *Hardisty*, 6 T.C.R. 1, and a copy of the notice of motion is served on the opposite party, see *Shufflebotham* v. *Shufflebotham* [1923] W.N. 51. Like that which is ordered in the lower court, the security ordered on an appeal extends both to past and future costs, but notwithstanding this the court will not view with favour an application which is made when most of the costs have been incurred, and, in fact, delay in making the application is one of the grounds for refusal. Delay is not, however, necessarily fatal, if there is some good reason, see *Pooley's Trustees* v. *Whetham*, 33 C.D. 76, where an application for security after the briefs had been delivered and the case was in the paper was refused on the ground of unreasonable delay. Cotton, L.J., observed, in the course of his judgment, that the application would have been granted if a satisfactory explanation of the delay had been forthcoming. He further pointed out that it is regarded as unreasonable that an application for security should be made when the opposite party has incurred all his costs. Lopes, L.J., expressed the same view, and he pointed out that the result of making an order against an impecunious appellant at so late a stage might be that the whole of the expense incurred by him would be thrown away.

Here again, application should be made to the opposite party for the provision of security, and failure to do so may result in the applicant losing his costs of an application to

the court, see *Stanland* v. *North Eastern Steel Co.* (1906), 12 L.T.C. 1.

The rule requires that there shall be special reasons shown for ordering security to be given, but, notwithstanding some conflicting rulings on the point, it may be accepted that no other special reason is required to be shown where it is proved that the appellant is insolvent. Cotton, L.J., observed in *Re Ivory*, 10 C.D. 372, that "the insolvency of an appellant is *primâ facie* a sufficient reason for ordering him to give security for costs." It would seem, however, from the case of *Rourke* v. *The White Moss Colliery*, 1 C.P.D. 556, that there is no established rule that security will be ordered on the ground solely that the appellant is insolvent. In that case, although it was shown that the appellant was insolvent, an order for security was refused. Reference may, however, be made to the case of *Everett* v. *Islington Guardians* [1923] W.N. 72, where it was held that, because there is a question of law and principle involved, this is no ground for refusing an order for security when it is shown that the appellant is insolvent. This appears to overrule *Rourke* v. *White Moss Colliery*, *supra*. Jessell, M.R., in *Harlock* v. *Ashberry*, 19 C.D. 84, laid it down as a settled practice that, if it could be shown that the appellant would be unable to pay the costs then security should be ordered. Reference may also be made to the case of *Whittaker* v. *Kershaw*, 44 C.D. 296, in which the principle was laid down that, where the appellant had no property against which the respondent could proceed for his costs, then security should be ordered, without any other special circumstance. This principle may be said to have been established by the case of *Hall* v. *Snowden* (1899), 1 Q.B. 593. The position now, is, therefore, that if the appellant can be shown to be insolvent, and proper application is made within reasonable time, then security will be ordered in respect of appeals to the Court of Appeal.

Other special circumstances than poverty will be taken into account by the court when considering an application for security, and the same principles apply with regard to residence abroad as apply in the case of an application for security in the lower court (see the previous article). Security might also be ordered if the appeal is of a frivolous nature, see *Weldon* v. *Maples*, 20 Q.B.D. 331; or where the appellant had failed to pay the taxed costs of the court below, see *Clarke* v. *Roche*, 25 W.R. 309, or in the case of a company appealing against a winding-up order, see *Consolidated Rand Deep* [1909] W.N. 66.

There is no fixed amount in which security is ordered by the Court of Appeal, and it will vary with the circumstances. Thus, in the case of *Willmott* v. *Freehold House Property Co.* [1885] W.N. 65, the sum of £5 was ordered, whilst in *Polini* v. *Gray*, 11 C.D. 741, the sum named was £1,500. Normally, though, unless the circumstances are exceptional, security will be ordered in a nominal amount of between £75 and £100. It is not a practice, however, to order security in a sum which will cover the whole cost involved, see the observations of Cotton, L.J., in *Aberdare Co.* v. *Hankey*, 32 Sol. J. 644.

Security is given either by a payment of the amount into court, or by bond, with two sureties, or in any other manner which is satisfactory to the other party. It is not unusual for the undertaking of the appellant's solicitor to be accepted. Failure to give the security within the time specified will result in the appeal being struck out.

We propose in our next article to deal with the provision of security for costs in two departments of the legal system which are widely apart, namely, the House of Lords and the County Court.

NEW TREASURER OF LINCOLN'S INN.

Owing to ill-health Lord Buckmaster has resigned the office of Treasurer to the Honourable Society of Lincoln's Inn, and Mr. Evan Lewis Thomas, K.C., has been elected Treasurer in his place for the year ending 10th January, 1935.

Company Law and Practice.

Statutory Companies.

Under the general title of "Statutory Companies" may be grouped all that large number of incorporated bodies which owe their incorporation to some special Act of Parliament, and which frequently also are subject to the provisions of some one or other of the Acts forming that considerable mass of legislation which lays down the common form regulations for various types of company. As examples of these may be mentioned the Companies Clauses Act, the Lands Clauses Acts, the Gasworks Clauses Act and the Waterworks Clauses Act. The Legislature promoted and passed these Acts into law with a view to saving time and expense in connection with private Acts for incorporating companies of certain types, and, on the whole, they have proved well adapted for their purpose. No doubt if they were to be passed at the present time their provisions might be modified and amplified in some respects, but they certainly form a fairly complete and satisfactory code.

These statutory companies are all, or almost all, of what may be called the public utility type, such as gas or water companies, and the vast majority of them have this in common, that their constitutions make no provision for their winding up. There is, indeed, only one way in which they can be wound up, and that is as unregistered companies under the Companies Act, 1929, Pt. X. To this there should, of course, be added the observation that they could be wound up by virtue of a Special Act of Parliament, but this is a somewhat substantial operation and the necessity for it is not likely often to arise.

Section 337 defines the types of unregistered company which are subject to the provisions of Pt. X; and the definition includes any company consisting of not less than eight members and not being a foreign company, except (*a*) railway companies and (*b*) joint stock companies (a compendious expression which I think will be understood). Section 338 (1) (*c*) provides that no unregistered company shall be wound up under the Act voluntarily or subject to supervision: in other words, a statutory company, if it is to be wound up, must be wound up compulsorily.

The reason for this is no doubt to be partially found in the fact that the courts, and the Legislature, have always looked upon these companies as having something in the nature of a public trust imposed upon them: they supply services which are essential, or very desirable, to civilised communities, and they have a virtual monopoly of the right to supply such services in their own areas. Further, the services supplied are not such as can be conjured up from nowhere at a moment's notice, and it is most necessary that there should be no sudden failure of these services for any reason.

And this point of view has had this result: that, subject to certain exceptions, companies of this sort cannot sell or dispose of their undertakings, for that would amount to a resignation of their public duties. So strong is this doctrine that it has been held that, even when a public utility company goes into liquidation, the undertaking cannot be sold, and even if it is done with the sanction of the court, the sale is non-effective (*Re Woking Urban District Council (Basingstoke Canal) Act*, 1911 [1914] 1 Ch. 300; *Re Barton-on-Humber Water Co.*, 42 Ch. D. 585).

In this connection it will be realised that debentures issued by companies of this kind do not necessarily provide the same kind of security as debentures of a joint stock company, for the rule that prohibits this kind of company from selling its undertaking as a going concern, or from selling it in liquidation, also prohibits a sale at the behest of mortgagees or debenture-holders. It is because of this that the court, in an action by debenture-holders of a company of this kind, will appoint a receiver, in a proper case, but will not appoint a manager; the court only appoints a manager with a view to a sale in the near future (there are cases where the management of the business of companies in debenture-holders' actions has

continued for some time, and perhaps such cases are more frequent to-day owing to the difficulty of disposing of businesses satisfactorily, but they are the exception rather than the rule), and if a sale cannot be had for some reason the court will not interfere in the management (*Gardner* v. *London Chatham and Dover Railway*, 2 Ch. App. 201 ; *Blaker* v. *Herts & Essex Waterworks Co.*, 41 Ch. D. 406 ; *Marshall* v. *South Staffordshire Tramways Co.* [1895] 2 Ch. 36).

The judgment of Lord Cairns in the first of these three cases is an illuminating one, and it may not be out of place to make certain quotations from it, with a view to emphasising the principles attempted to be expounded above. Lord Cairns says : " When the court appoints a manager of a business of undertaking, it in effect assumes the management into its own hands ; for the manager is the servant or officer of the court, and upon any question arising as to the character or details of the management, it is the court that must direct and decide. . . . Now I apprehend that nothing is better settled than that this court does not assume the management of a business or undertaking except with a view to the winding up and sale of the business or undertaking. The management is an interim management ; its necessity and its justification spring out of the jurisdiction to liquidate and to sell ; the business or undertaking is managed and continued in order that it may be sold as a going concern, and with the sale the management ends."

A little later in his judgment, at p. 212, Lord Cairns touches on the question of the public duties conferred upon companies authorised to carry on railways, and though his observations are in fact restricted to railways, they are capable of application to companies such as gas and water undertakings. " When Parliament," he says, " acting for the public interest authorises the construction and maintenance of a railway, both as a highway for the public, and as a road on which the company may themselves become carriers of passengers and goods, it confers powers and imposes duties and responsibilities of the largest and most important kind, and it confers and imposes them upon the company which Parliament has before it, and upon no other body of persons. These powers must be executed and these duties discharged by the company. They cannot be delegated or transferred. . . . The company could not by agreement hand over the management of the railway to the debenture-holders."

Phillimore, L.J., in the *Woking U.D.C. Case*, to which reference has been made earlier in this article, deals specifically with the question of a sale of a public undertaking. " Under such an order (a winding up order)," he says at p. 317, " there would be an official liquidator who would have power to use the rents and profits to pay debts, and who might sell any real or personal property not required for the purpose of the undertaking. He had, however, in my opinion, no power to proceed further and sell the canal with its locks and towpaths, or any other property, real or personal, required for the use of the undertaking. James, L.J., it is true, in *Re Bradford Navigation Co.*, 5 Ch. App. 603, seems to have thought that a liquidator could so sell ; but it was an *obiter dictum*, and he said that the liquidator could not, by selling, free the lands from their liability to discharge the public uses and burdens of the undertaking ; and he intimated that in all probability recourse would have to be had to an Act of Parliament." That there is no difficulty in a proper case in getting the sanction of the court for the necessary application to Parliament appears from the judgment of Malins, V.-C., in *Re Bradford Navigation Co.*, 10 Eq. 331, at p. 344. This is the case in which James, L.J., made the *obiter dictum* referred to by Phillimore, L.J. Sir Richard Malins says, in that case : " It is the constant course of the court to sanction in chambers an application to Parliament."

Mr. George Whitley, solicitor, of Bridgwater, left estate of the gross value of £39,148, with net personalty £32,847. He left £100 to Bridgwater Hospital.

A Conveyancer's Diary.

Some Suggestions in Preparing Marriage Settlements.

There are some points in relation to the preparation of marriage settlements of personal estate to which I think attention may usefully be called. The points which I will mention are often overlooked at the time when the provisions to be inserted are being considered, and it is not until afterwards that the importance of them becomes apparent.

The first point is that in the negotiations for the settlement it should be decided what interest, if any, the husband is to have in the wife's fund after her death. Is the husband to have a life interest in the wife's fund ?

Generally the husband does take the income for life. If there are no children this seems hardly reasonable or fair upon the wife's family. The most flagrant illustration of the unfairness of it occurs if the wife's father is paying income under a covenant. If there should be children the point is not perhaps so important.

Of course, much depends upon the circumstances of the parties, the relative value of their funds, etc., but it seems, in general, that the husband should not have the wife's income, or, at any rate, should only have a part of it. The point is sometimes met by giving the husband the income or part of it so long as there are issue living of the marriage. And sometimes by providing that the income shall be dealt with as if the surviving spouse were dead, so long as there is any issue living. The question certainly should be considered in the light of contingencies that may arise.

Then with regard to the husband's income in the event of his death and the re-marriage of the wife. A similar question arises here. If there should be no issue and the wife has a life interest in the husband's funds, then the second husband and his children will have the benefit of the first husband's money, which would not be very pleasing to his family.

Another question that ought always to be considered is as to the desirability of giving either or both the spouses power to make provision for a second marriage.

No doubt the provisions to be made will vary, but the necessity for some arrangement of that kind will often be apparent.

Suppose, for example, that the husband is settling all the policies of assurance on his life which he can afford to effect and keep up. If the wife should die and the husband should re-marry, it would be hard upon the second wife and the children of the second marriage that none of the policy moneys should on the husband's death be available for their support, especially as the second family, being younger, will often be more in need of it. I have known cases of that kind which have caused hardship, and which, by forethought in the preparation of the settlement, could have been prevented.

It seems to me that in every case where either spouse is settling the whole, or practically the whole, of his or her fortune, some reasonable provision should be made for a second husband or wife and the children of a second marriage.

The same may be said where a father is settling all that he intends to provide for his son or daughter, as the case may be.

In deciding what arrangements ought to be made for a second marriage, it should, I think, be considered whether the power to re-settle should be effective only on re-marriage after the death of the one who dies first, but should also apply to a re-marriage after divorce. It seems to me, however, to be rather objectionable to provide for divorce in a marriage settlement. It may well be left to the Divorce Court to vary the settlement should the occasion arise.

In this connection something may be said as to the effect of a decree of nullity and the powers of the court to vary a settlement in that event.

In *Dormer* v. *Ward* [1901] P. 20, the facts shortly were that the respondent, the husband, covenanted that if the marriage

took place, he would pay £200 a year to the trustees to be held in trust for the wife during the joint lives of the husband and wife. He also appointed under a power that certain property should be charged with the payment of a jointure rent-charge payable to the wife if she should survive him. He also under a power appointed that a capital sum should be raised out of certain trust funds and be held in trust for the issue of the marriage, and in default of issue for the wife, but subject to the proviso that no part should be raised in his lifetime without his consent.

The marriage was annulled on the ground of the impotence of the husband.

On an application by the wife to vary the settlements, it was held by the Court of Appeal that although the marriage had been declared void and the covenant for payment of the £200 a year no longer took effect, the court had jurisdiction under s. 5 of the Matrimonial Causes Act, 1859, on the application of the petitioner (the wife), to vary the settlement in respect of that settled property. It was also held that the court would have had power to vary the settlement as to the jointure rent-charge and the capital sum directed to be raised, on the ground that they were " property settled " within the meaning of the Act, but for the conditions that the former was only to commence after the death of the respondent, and that the latter could not be raised in his lifetime without his consent, neither of which events had happened.

The result was that, although the marriage had been declared to be and always to have been null and void for all purposes in the law, nevertheless it was to be considered to have been a valid marriage for the purposes of the provisions regarding variation of settlements in the Matrimonial Causes Act, 1859. The court could not, however, override the conditions upon which the property was brought into settlement.

In *Re Wombwell's Settlement: Clarke* v. *Menzies*, there was a marriage settlement by which the father of the husband was stated to have transferred £25,000 to the trustees of the settlement to be held upon trust for him " until the said intended marriage " and thereafter upon the trusts of the settlement. The marriage took place, but afterwards a decree of nullity was made.

It was held by Russell, J., that " until the said intended marriage " meant a valid and effectual marriage and that as the marriage had been declared null and void *ab initio*, the settlor was absolutely entitled to the settled funds under the express trust in his favour. The learned judge, however, intimated that in his view the Divorce Court could have varied the settlement under the Matrimonial Causes Acts if an application had (which was not the case) been made in time.

I am not pretending to exhaustively review the cases upon variation of settlements, but there is one other that I may mention: *Nepean* (*otherwise Lee-Warner*) v. *Nepean* [1925] P. 97. That was a case where, in a marriage settlement, the wife's father covenanted to pay £150 a year upon the trusts of the wife's fortune. The marriage was annulled on the petition of the wife. The wife petitioned for a variation of the settlement and it was said that the power to vary did not extend to the covenant by a third party to pay an annuity, the consideration for such covenant (namely, a valid marriage) having failed. Horridge, J., held that the covenant was binding but varied it by reducing the amount payable to £75 a year. It was also held that there was no power to deal with a reversionary interest in a trust fund appointed to the wife by her parents and brought by her into the settlement, and consequently the wife was entitled to that.

The interesting conveyancing point which arises is how to frame an appointment by parents in favour of a child on marriage which is intended to be conditional upon the marriage taking place. It will not do to make the appointment conditional on the marriage taking place before a fixed date, because a nullity decree may be made *after* the deaths of the appointors who may have appointed the residue of the funds (or the unappointed part) to another child. Perhaps the best method would be not to make the appointment conditional, but to reserve power to the parents to revoke the appointment if the marriage is not duly solemnised on a given date. So if the marriage is not declared null until after the parents' death the appointment stands.

Just one other point about settlements of personalty: I think that almost always there should be a power to purchase a house for the residence of the spouses. That is so often required.

Landlord and Tenant Notebook.

Arbitration under the Agricultural Holdings Act, 1923.

THE procedure of an arbitration under A.H.A., 1923, differs to some extent from the procedure provided by other statutes and to the procedure of an ordinary arbitration governed only by the Arbitration Act, 1889; but what Lord Haldane once said of the latter, that it created " a statutory jurisdiction of its own of the most elastic kind," has been applied to describe the position. No doubt the advantages outweigh the disadvantages; but there have been occasions when we have been reminded that even the best elastic has its breaking point, and the consequences to those who venture to stretch a good thing too far are unpleasant; and it seems to be inherent in this quality of elasticity that when litigation does ensue, it is of the sort that leads to the exercise of much appellate jurisdiction, decisions being reversed and then restored, and so forth.

The question of the costs of an arbitration is, of course, an important one, and the statute (by Sched. II (15)) has given to arbitrators a very wide discretion indeed. So wide, in fact, that in *Gray* v. *Ashburton* [1917] A.C. 26, it appeared that the Court of Appeal had refused to take it literally, and had reversed a decision of the Divisional Court upholding the High Court and the County Court. The facts were that a landlord, after agreeing a claim for improvements, had claimed £744 3s. 9d. for dilapidations. In the course of the hearing a special case had been submitted by the arbitrator and taken to the Court of Appeal, which reversed the court below on this point and left the costs of that proceeding to the arbitrator. The arbitrator had then awarded £71 8s. 10d. and had ordered that each party pay his own costs of the litigation, but that the landlord (having claimed about ten times more than he got) pay the tenant's costs of the claim for dilapidations. It was this order that eventually came before the Lords in the manner stated, and that tribunal pointed out that whatever rules might obtain in litigation as to successful parties paying unsuccessful parties' costs, they had nothing to do with the case of an arbitration under A.H.A., 1923, and the award of costs was restored accordingly.

Everyone knows that the rules of evidence are apt to be relaxed in arbitrations, but there are limits to this process, as was demonstrated in *Re O'Conor and Whitlaw's Arbitration* [1919] 88 L.J. K.B. 1242, C.A. In this case there had been a large number of claims and cross-claims—improvements, disturbance, fixtures, and hay and straw left on the one hand; breach of covenant to repair, breach of covenant as to cropping and removal of hay and straw, and holding over on the other hand. The arbitrator, after two hearings, announced his intention of visiting the premises to value the hay and straw left, and invited the parties to attend. He subsequently announced that he would also " receive an account " of what had been sold off, but apparently no notice of this was given to the tenant, who did not attend, as he did not see how he could assist in a matter of valuation. Nor did the landlord. The tenant's foreman was at hand, however, and the arbitrator proceeded to ask him questions as to the removal

of hay and straw since the expiration of the tenancy. He then closed the arbitration and made his award. The county court judge set it aside, but was reversed by a Divisional Court; the Court of Appeal reversed this decision, laying down as guiding principles that if an arbitrator does not proceed in the presence of both parties, it must at least be after notice to both and opportunity for both; further, if a party be absent and unrepresented, evidence may be adduced by the other, but must not be obtained by the arbitrator.

The usual method of attacking an award is (Sch. II (14)) by application to set aside, and the arbitrator is made a party to the application. The question then suggests itself, can he, as a party, have costs ordered against him? This was gone into in *London* v. *Keen* [1916] 1 K.B. 994, in which the application had been made on the ground that the award did not distinguish between the various amounts. Both parties had subpœnaed the arbitrator, who thus attended the hearing in a triple capacity; but he took no part in the proceedings, in which the application was duly granted, and in which costs were awarded against him. On his appeal, the Divisional Court laid it down that an arbitrator can be ordered to pay costs either if collusion is established or if he appears and takes part, or if collusion is established; but they left open the question of dishonesty other than collusion.

The jurisdiction of the county court does not cover the whole of the grounds on which an award may be attacked. Possibly it was intended to; in *Re Jones and Carter's Arbitration* [1922] 2 Ch. 599, C.A., Lord Sterndale, M.R., thought this was one of those cases in which Parliament had failed to express what it meant; if so, the opportunity of remedying the mistake was not taken when the present statute was passed about a year later, for it repeats the provision of the 1908 Act with which the learned Master of the Rolls was dealing. "When an arbitrator has misconducted himself, or an arbitration or award has been improperly procured, the county court may set the award aside." This was relied upon by the respondent to an application made, in the above case, to the High Court, to set aside an award which gave the landlord a lump sum in respect of two claims (foul land and dilapidations) contrary to what is now s. 17 (2) (*a*). The application was based on the inherent jurisdiction of the High Court to set aside on the ground of error appearing on the face of the award; Eve, J., upheld the preliminary objection that exclusive jurisdiction had been conferred on the county court, but was overruled by the Court of Appeal. That tribunal held that the whole of the High Court jurisdiction had not been taken away by the statute, though admittedly very little was left; and in remitting the matter to be dealt with on its merits, the court was at pains to point out that an error on the face of the award might arise from (technical) misconduct, in which case the county court had exclusive jurisdiction.

Our County Court Letter.

THE DEFINITION OF SALVAGE.

In the recent case of *The Pollenzo*, at Barry County Court, the claim was for salvage in the following circumstances: (1) On the 10th April, 1933, the "Pollenzo" reached Barry Roads (from Genoa) and, while entering the dock harbour on an ebb tide, her port quarter scraped the western breakwater; (2) the result was that her stern was thrown to the eastward, and her bow was sent out of line of the Lady Windsor Lock entrance and towards the pontoon; (3) the tug "Falcon" was therefore called upon, and (with her assistance) the vessel was safely docked. The case for the plaintiffs (the owners, master and crew of the "Falcon") was that their services had prevented the "Pollenzo" from grounding on a falling tide, whereby (owing to her length of 412 feet) she would have sustained great damage on the uneven bottom. Corroborative evidence was given by the master of the Cardiff pilot cutter, but the defence was that the "Pollenzo" (being always in deep water) was never in danger. The evidence of a channel pilot (who was on board the "Pollenzo") was that he had sent the pilot cutters away, in order that he might land the starboard bow rope, and—if he had thought the "Falcon" would claim salvage—he would never have given her the rope. It was therefore contended that the work was towage, in respect of which an adequate amount had been paid into court, viz., £10 and £10 for costs. His Honour Judge Thomas observed that (1) owing to lack of synchronisation between the pilot and the engineer, the "Pollenzo" had got askew; (2) the pilot might still have manœuvred her into the deep lock, without requisitioning the services of the "Falcon"; (3) the latter was only called upon to facilitate progress, i.e., by towing the "Pollenzo" into position, so that she might enter the dock. It was therefore held that the plaintiffs were not entitled to salvage, but judgment was given in their favour for the amounts paid into court for towage. It transpired that the "Pollenzo" (a vessel of 10,000 tons) had been valued by the plaintiffs at £50,000 and by the defendants at £8,000.

THE REPUDIATION OF INSTALMENT CONTRACTS.

The principle of *Millars' Karri & Jarrah Co.* v. *Weddel Turner & Co.* (1909), 100 L.T. 128, was recently followed at Retford County Court in *Smith* v. *Teasdale*, in which the claim was for £18 as damages for breach of contract. The plaintiff's case was that (1) having bought some potatoes, the defendant had paid for one load and had left the bags for a second load; (2) the latter was not sent for, owing to defects in quality of the first load; (3) by reason of a fall in price, the second load was re-sold at a loss of 30s. per ton; (4) the difference in price on 12 tons was represented by the amount claimed. The defendant's case was that the potatoes were required to be of a good sample, and to go over a $1\frac{1}{4}$-inch riddle, but the first load (having all been returned by customers) were sold as pig food. His Honour Judge Hildyard, K.C., held that the supply of a bad first load was sufficient repudiation not only to entitle the defendant to refuse to perform the remainder of the contract, but also (if he had so desired) to claim a return of the amount paid for the first load. Judgment was therefore given for the defendant, with costs.

THE CUSTOM OF THE COUNTRY AS TO TIMBER.

In the recent case at Chipping Norton County Court of *Benham* v. *Thornton* the claim was for £5 as damages for trespass, and for an injunction to restrain the defendant from cutting underwood and willow tops. The plaintiff's case was that (1) in 1923 he took The Larches farm from the defendant on a verbal agreement (at a rent of £120 a year) according to the custom of the country; (2) in 1931 he complained of the cutting of osiers and willow tops, and the defendant promised not to repeat the operation; (3) nevertheless in October, 1933, the willows were cut again, for the alleged reason that timber was reserved by the custom of the country; (4) this claim was unfounded, and (in any case) the underwood, thorn and willows were not "timber," which only comprised oak, ash and elm of six inch quarter girth. The defendant's case was that (*a*) the undergrowth had only been cut over an area of a chain or a chain and a half, and the willow trees (being of forty years' growth and 40 inches in girth) were timber—in a non-technical sense; (*b*) although the osiers had been let with the farm, the defendant had reserved the shooting and all timber; (*c*) this had not been embodied in a written agreement (as the parties were then friendly) and no objection was taken—in 1932—to the cutting of brambles, thorn and walnut trees by the defendant's men. His Honour Judge Randolph, K.C., was not satisfied that the timber had been reserved, and judgment was therefore given for the plaintiff for £5 (with costs on Scale A), no injunction being granted—on the undertaking of the defendant to accept the decision.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Insurability of Agents and Charwomen.

Q. 2932. (1) A is employed by a firm of solicitors to collect rents which clients have placed in their hands. A is not in business as an estate agent. He was unemployed and was introduced to the firm of solicitors who agreed to allow him to collect the rents and pay him a commission of 6d. in the £. The rents were formerly collected by one of the solicitors' clerks. Can it be said that there is such a relationship of employer and employé as to make the solicitors liable to pay National Health and Unemployment Insurance Contributions in respect of A, and would they be liable under the Workmen's Compensation Acts for any injury suffered by A whilst collecting the rents. (2) B is a married woman residing with her husband and family in rooms situated over the branch office of a firm of solicitors. B is employed by the solicitors as charwoman at 15s. per week. C is employed as charwoman by the same firm in connection with another branch office, at same wage. Is the firm liable to pay National Health and Unemployment contributions in respect of either B or C.

A. (1) The relationship of employer and employé exists between the solicitors and the rent collector, who is doing the same work as was previously done by one of their clerks. The fact that A's remuneration is by commission does not alter the fact that he is employed by the solicitor. A has no other engagement, so that (as stated in the question) he is not in business as an estate agent, nor is he a general commission agent. The solicitors are, therefore, liable to pay both National Health and Unemployment contributions in respect of A, who would also be entitled (like a commercial traveller) to make a claim (if injured) under the Workmen's Compensation Acts. See the Unemployment Insurance Act, 1920, 1st Sched., Pt. II, Art. (*g*). (2) The firm is liable to pay both National Health and Unemployment contributions in respect of B and C, who are employed on business premises, and are, therefore, not exempt from unemployment insurance as domestic servants.

Adoption of Children Act, 1926—Property—Rights of Succession.

Q. 2933. A person has adopted two children under this Act, and I shall be obliged if you will answer the following questions: (1) If the adopter dies intestate, have the adopted children any right of succession to his estate? (2) If the adopter bequeathes legacies to the adopted children, is the rate of legacy duty the same as for natural born children? (3) If one of the adopted children dies intestate without issue, has its natural family the sole right to succeed to its estate, or has the adopter or the other adopted child any such right?

A. (1) No, Adoption of Children Act, 1926, s. 5 (2). (2) Yes, *ibid.*, s. 5 (3). (3) In our opinion, neither the adopter nor the other adopted child has any right of succession to one adopted child who dies intestate.

Passenger's Claim against Motorist.

Q. 2934. A, whilst a passenger in a motor car owned and driven by her employer, B, is injured as the result of a collision between this car and another owned and driven by C. A sues B and C for damages, and after a time liability for negligence is admitted by B, and a payment into court made. The action is, however, continued by A against B. There is an endorsement on B's insurance policy to the effect that the insurers will pay to a passenger in the insured's car (in events which accord with those in question) £6 per week during total disablement. A was totally disabled for twelve weeks and wishes to recover £72 from B's insurers independently of her claim based upon negligence. The insurers repudiate liability. How, if at all, can A enforce this claim, assuming B will not sue the insurers under the endorsed clause?

A. It is impossible for A "to recover £72 from B's insurers independently of her claim based upon negligence"—as suggested by her—even though there is an endorsement on B's insurance policy to the effect quoted in the question. As stated in *Vandepitte* v. *Preferred Accident Insurance Corporation of New York* [1933] A.C., at p. 82: "This clause constitutes . . . merely a promissory representation or statement of an intention on the part of insurers not binding in law or equity." There is no contract between A and the insurers (for the reasons stated at p. 77 of the above case), nor is B a trustee for A, of the moneys promised, for the reasons stated at p. 79 of the above case. A's only cause of action is against B and C, or either of them, but—by accepting the amount paid into court by B—A disentitles herself to proceed against C. The acceptance of the amount is the equivalent of obtaining judgment against one tort-feasor, which is a bar to continuing the claim against the other. A therefore cannot enforce the claim, in any way, under the endorsed clause.

Trustee-Mortgagees—Permitted Number.

Q. 2935. A difference of opinion has arisen between ourselves and another firm of solicitors in connection with a point on a mortgage to the trustees of an infirmary who are advancing money as a means of investing their surplus capital. There are about ten trustees, and it is suggested that the mortgage should be to the whole of the trustees, whereas on the other hand, it is suggested that the mortgage should only be to four trustees, leaving it to the trustees themselves to appoint who the four should be. It is suggested that the point is covered by s. 34 (3) (*a*) of the T.A., 1925, if this section is applicable. If, however, the section only relates to acquisitions of land by charity trustees for the purposes of the charity itself and not to investing of charity moneys as investments only, then it would appear that the mortgage in question should be to four trustees only. We shall be glad to have your assistance in determining the point.

A. We do not think that the number of trustee-mortgagees is limited. Section 34 of T.A., 1925, only applies "to settlements and dispositions of land" (sub-s. (3)). There is no definition in the Act of "disposition," but it would appear that "dispositions upon trust for sale" are intended in the limitation of the scope of the section (see sub-s. (2)). Under L.P.A., 1925, s. 205 (1) (ii) "disposition" includes "conveyance," which itself includes "mortgage" or "charge." If this meaning is that to be read into T.A., 1925, s. 34, even so, the trustees are not trustees of the mortgaged land but of the money secured thereon. We do not think that the exceptions to the scope of the section contained in sub-s. (3) are in point; the land under a mortgage would not be vested in the trustees for charitable, etc., purposes, but as a security for charity moneys, which even if the mortgage was realised by way of sale, would not be net proceeds of sale (under a disposition upon trust for sale, or any other type of disposition).

To-day and Yesterday.

LEGAL CALENDAR.

26 FEBRUARY.—Mr. Justice Spelman was a discreet courtier who kept on the right side of Henry VIII's government. He was one of the commissioners appointed in 1530 to inquire into Wolsey's Norfolk possessions. In 1533, he was appointed to the King's Bench, and was present at the coronation of Anne Boleyn, reporting the manner of attendance of the judges. When her fall came, he was one of the commissioners appointed to return all indictments found against her. He acted as commissioner at the trials of Sir Thomas More and Bishop Fisher. For all his services, he was rewarded with the manor of Graceys, near Narborough. He died on the 26th February, 1544.

27 FEBRUARY.—Frederick Thesiger always regarded as the turning point of his career an action heard at the Chelmsford Assizes in 1832. After three trials, he succeeded in establishing the right of his client, the lord of a manor, to certain unenclosed strips of land by the side of the highway. This was his greatest triumph at the junior bar, and he remembered it so vividly that when twenty-six years later he was appointed Chancellor, it was with the title of Baron Chelmsford that he entered the House of Lords on the 27th February, 1858.

28 FEBRUARY.—Saturday, the 28th February, 1874, saw the final scene of the great *Tichborne Case.* The Lord Chief Justice had delivered a summing up lasting twenty days, but the jury were only absent for half an hour, and returning, announced that they found the accused guilty on all counts. The sentence pronounced on Arthur Orton by Mr. Justice Mellor amounted to fourteen years penal servitude. The prisoner then asked if he might say a few words, but this being refused, he shook hands with his counsel, Dr. Kennedy, Q.C., and turned away to Newgate and Dartmoor.

1 MARCH.—Sir John Gurney died at his house in Lincoln's Inn Fields, on the 1st March, 1845, less than two months after his resignation from the Court of Exchequer, where he had served since 1832. On the bench, he shone particularly as a criminal judge, though he was somewhat harsh and severe. Without taking rank as a deep-read or black-letter lawyer, he maintained a high reputation for discrimination, acuteness and discretion. His son, Russell, became one of the more notable Recorders of London.

2 MARCH.—Sir Henry Jackson, though an equity lawyer, was appointed a Justice of the Queen's Bench on the 2nd March, 1881. Rarely had a more wealthy man attained a judgeship, for his father had left behind personalty to the value of half a million and "realty untold in houses above the earth and minerals under the earth." What was more important, his reputation as a painstaking and competent lawyer gave reasonable expectation that he would fill his place ably. Alas for human hopes! The new judge left nothing but an empty name. Six days after his appointment, he died without even having been sworn in.

3 MARCH.—On the 3rd March, 1752, Mary Blandy was tried at the Oxford Assizes on the charge of poisoning her father. It was suggested in her defence that the arsenic which she had administered at the instigation of her lover was mistaken by her for a potion designed to win her father's consent to the marriage. According to her own narrative, "the judge gave his charge like a man fit to hold the sword of justice, and my counsel and friends were in great hopes for me. But most surprising treatment! without going out of court, without being any time consulting, their verdict was—Guilty. God's will be done." So Mary Blandy was hanged.

4 MARCH.—John Somers, the son of an attorney, was born at Worcester on the 4th March, 1651. He became one of the great Chancellors.

THE WEEK'S PERSONALITY.

John Somers destined to become one of the greatest among the Chancellors, might easily have been no more than the most eminent attorney in Worcester. His father, who had attained that position at the time when the Civil War broke out, raised a troop of horse for the Parliament. Afterwards, he returned to his practice, in which he was so much regarded as to have cavaliers as well as roundheads among his clients. In due course, young John entered his office and though the drudgery was uncongenial, he studied so assiduously that "by the exactness of his knowledge and behaviour, he discouraged his father and all the young men that knew him; they were afraid to be in his company." An omen had seemed to predict great things for him, for once "a beautiful roost-cock flew upon his curly head and while perched there crowed three times very loudly." He found the true course of his destiny through Sir Francis Winnington, afterwards Solicitor-General, who persuaded his unwilling father to allow his son to forego the chance of succeeding to his fine practice by being called to the Bar. Though John was an only son, the point was finally gained, and he went up to London to join the Middle Temple. Thus he was launched on a career which carried him to the Woolsack at the age of forty-two, "one of the ablest and most incorrupt judges that ever presided in Chancery."

AGAINST THE LAW.

As no one is more anti-clerical than an ex-cleric, so ex-lawyers make the fiercest critics of legal institutions. One of the most notorious was the unfortunate Dr. Kenealy of the *Tichborne Case,* and it may be doubted whether William Cobbett would have assailed the law so bitterly if, before joining the army, he had not served a term in an attorney's office, copying all the letters in a big round hand. This was his verdict on the experience: "Gracious Heaven! If I am doomed to be wretched, bury me beneath Iceland snows and let me feed on blubber—stretch me under the burning line and deny me the propitious dews—nay, if it be thy will, suffocate me with the infected and pestilential air of a democrats' club-room; but save me, whatever you do, save me from the desk of an attorney!" For less bludgeoning and more mordant criticism, one may go to Robert Smith Surtees, the creator of "Jorrocks." He spent some years working with an attorney and concluded that "the time spent in a lawyer's outer office waiting for an audience is about the most unprofitable part of a man's existence."

AMBIGUOUS TERMS.

When a witness at North London Police Court said that he was engaged in "trimming Apostles," counsel explained to the magistrate: "It may sound rather blasphemous, but it refers to spoons." The incident recalls a misunderstanding which once occurred at the Lincoln Assizes during a case tried before Mr. Justice Park. The leader who opened the case began by stating that it was an action for breach of contract in not supplying a certain parish union with 200 kids at the time agreed as per contract. As soon as he heard this, the judge threw himself back in his chair declaring sententiously that he could not, as a Christian judge, give his sanction to such a contract in any way whatever; it was an immoral consideration contracting for the delivery of children in that wholesale way. "Really, my Lord," interposed counsel, "I must beg——" "No, no, my dear friend, it is an immoral consideration, bargaining for the delivery of kids, as the contracting parties irreverently term them." "But the kids mentioned in this declaration are not children, my Lord." "Then, in Heaven's name, what are they?" "Why, bundles of wood, my Lord, which the guardians of the union in question bargained for. They use them as firewood."

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

National Conditions of Sale.

Sir,—The letter of the draughtsman of the National Conditions of Sale which appeared in a recent issue seeks more precise information as to our objections. On a general basis it will no doubt be generally agreed that a vendor should disclose facts of latent defects in a property and defects in the title before or at the time of entering into a contract for sale. If there are any defects which are of a patent nature which a purchaser can by inspection of the property observe, a vendor is not expected, as a matter of purchaser's right, to disclose the same. The duty, however, of a vendor to make known the latent defects of the property and defects in title should not, we submit, in any way be curtailed by any contract for purchase, and it should not be made difficult for a purchaser to know what these defects are. An ordinary contract should be drawn showing the defects and should not refer also to other points which do not concern the property being dealt with. Some of the objections can be summarised as follows :—

(1) The National Conditions are used for private treaty sales as well as auction sales. The clauses in private treaty sales are complicated by the clauses relating to auction sales.

(2) Clause 2 (1).—This should not appear in contracts which relate to dwelling-houses only.

(3) Clause 3 (6).—The rate of interest should be 4 per cent. or 5 per cent., *not* 6 per cent.

(4) Clause 3 (7).—This is an unnecessary clause.

(5) Clause 4 (3).—The words "or unwilling" should come out as a purchaser naturally considers he has purchased the property.

(6) Clause 4 (4).—This should not be in unless the sections of the Acts are fully set out. A purchaser at an auction has not the time to refer to these or to understand them, and as far as we know a private contract purchaser does not ask his solicitor what this means.

(7) Clause 5 (2), (3) and (4).—The reference to copyhold should be deleted as being cumbersome. A special clause should be inserted by the vendor's solicitor if required.

(8) Clause 6 (1), (2) and (3).—It should be fully stated whether the lease is direct from the freeholders or an underlease or whether the head lease comprises other property or not. This clause prevents a purchaser from investigating the title. A contract should state definitely whether it is a lease or underlease. The head lease might comprise other properties and be detrimental to a purchaser. Incidents of forfeiture might arise. This clause requires re-drafting.

(9) Clause 6 (5).—This is most objectionable. It is inequitable for a purchaser that a purchaser should be put to the expense of apportionment.

(10) Clause 7 (1), (3), (4) and (5).—This should come out. The property should be properly identified.

(11) Clause 7 (2).—The full restrictions should be set out in the contract. It is unreasonable to expect a purchaser by auction or private treaty sale to sign a document without the restrictions being fully disclosed and set out.

(12) Clause 8 (1).—This should be deleted. This restricts the purchaser's rights to a proper title.

(13) Clause 8 (2).—This should also be deleted.

(14) Clause 9 (2).—This should come out. This is not a proper disclosure and prevents a purchaser from investigating the title.

(15) Clause 9 (3).—This should come out. A purchaser is deemed to have inspected.

(16) Clause 10 (1).—This is obnoxious. Full disclosure as to tithes, tenancies and apportionments should be made. The words "slight" should also be inserted before "error."

(17) Clause 10 (4). Proper disclosure should be given. This clause should be varied accordingly.

(18) Clause 10 (5).—This should come out. It relates to copyholds.

(19) Clause 12 (1).—The word "or" in the second line should be "and."

(20) Clause 12 (2).—This is a bad apportionment and might be difficult for a purchaser to function. It should be deleted.

(21) Clause 12 (4).—This should come out or proper information given.

(22) Clause 13 (3).—This appears to be unnecessary.

(23) Clause 14.—The whole of this clause should come out.

(24) Clause 18 (1), (3) and (4).—This is unnecessary.

(25) Clause 19.—A purchaser does not know what this section of the Act is. It should be set out fully.

(26) Clause 20 (1).—This is wrong. In a private contract sale the forfeiture clause is not in and furthermore it is an iniquitous clause for a purchaser to place himself under.

(27) Clause 20 (2).—This is objectionable and should be deleted.

Before signing a document a party should know the contents of the document he is signing. So far as we know a purchaser does not read the National Conditions. He does not read them, neither does he know what they are about, and blindly takes for granted that he is not prejudicing himself.

If a purchaser insists on what should be his rights as a purchaser, the vendor can turn round and say, under the National Conditions, "I am not prepared to give you the property or allow you to verify the abstract, here is your deposit, the contract is at an end." In effect it is not a contract, but an agreement to sell at the vendor's option; in fact it is worse than an option because it is likely to be upset by the vendor's unwillingness.

A contract drafted by the vendor's solicitors should be the one and only contract to be considered by a purchaser who is then able to make enquiries on the draft contract and be entitled to receive answers to the same and also at a later stage to raise points on the title.

A. E. HAMLIN, BROWN & CO.

Soho Square, W.1.

19th February.

[We have submitted Messrs. Hamlin, Brown & Co.'s criticism to the draughtsman of the National Conditions, whose comments thereon are printed below.—ED. *Sol. J.*]

Messrs. A. E. Hamlin, Brown & Co. may be quite right in suggesting that a vendor is under a duty to disclose to the purchaser any latent defect in the property of which he is aware, but few (if any) of their specific objections to the National Conditions of Sale appear to have any relation to this principle, and this, it is suggested, is because the National Conditions of Sale do not materially affect the vendor's duty in this respect.

Messrs. Hamlin, Brown & Co.'s second general proposition, namely, that contracts should not refer to points which do not concern the property being dealt with, is correct in principle, but can hardly be advanced as an objection to a form of conditions intended for general use.

This defect (if it is a defect) appears to be inherent in all general forms of conditions. Such forms are capable of adaptation to meet the requirements of any particular case.

In Messrs. A. E. Hamlin, Brown & Co.'s list of objections the grounds upon which the objection is based are not given in all cases in their letter.

The conditions to which objection is taken have either been in use for many years or have been introduced in more recent years to meet new legislation, judicial decisions, or difficulties which have occurred in practice.

With regard to such of the objections as do not appear to be covered by Messrs. A. E. Hamlin, Brown's second general proposition, *supra* :—

(1) This is inevitable in a general form. In sales by private treaty the remedy is with the purchaser's solicitors.

(3) This is agreed.

(4) This provision is in favour of a purchaser.

(5) A right for the vendor to rescind has long been in use, both in conditions of sale by auction, and in private contracts, and is inserted to protect the vendor from unnecessary expense. It is settled that the right must be exercised reasonably and in good faith and not arbitrarily.

(6) This condition is declaratory of the purchaser's rights, as a safeguard against unnecessary differences or disputes arising.

(7) The reference is not to copyhold land but to enfranchised land and manorial incidents. It is still of importance in many sales.

(8) As regards the sale of an underlease the point is covered by the side-note to the particulars.

With regard to the other points raised in this objection the purchaser's rights are governed by L.P.A., 1925, ss. 44 (2), (3), and 45 (2), (3).

An underlessee has a right to relief against forfeiture: L.P.A., 1925, s. 146 (4).

(9) The purchaser is not necessarily put to the expense of obtaining a legal apportionment, if he is prepared to accept an equitable apportionment, or a sub-demise at an equitably apportioned rent.

(10) It is difficult to see in what way these conditions prejudice the purchaser's right to have the property identified.

The documents which must be produced at the vendor's expense are limited by L.P.A., 1925, s. 45 (4).

(11) This is a matter for the special conditions.

(12) The object of this condition is to save the vendor from unnecessary expense and is quite usual; see 1 Dart "Vendor and Purchaser," 8th ed., p. 168.

(13) The reason for deleting this sub-clause is not given. It may be of importance in many cases.

(14) This condition does not prevent the purchaser from investigating the title at his own expense if he desires. It protects the vendor from incurring unnecessary expense.

(15) This condition has been found to be needed in practice.

(16) Land is presumed to be subject to tithe in the absence of any stipulation to the contrary: see 1 Dart, "Vendor and Purchaser," 8th ed., p. 355.

Tenancies affecting the property should be mentioned in the particulars.

(17) and (20) The practice of merely having an equitable apportionment is now widespread and well established.

As to the effect of an equitable apportionment, see L.P.A., 1925, s. 190.

(23) Sub-clause (4) of Condition 14 is undesirable and should be deleted, but the remaining sub-clauses are expedient, if not necessary.

(26) Such a provision is almost invariably inserted in a contract for sale by auction.

As to a sale by private treaty the matter is in the hands of the purchaser's solicitors.

As regards Messrs. Hamlin, Brown & Co.'s remarks at the end of their letter, the argument that a purchaser does not read the National Conditions hardly seems to be relevant or to be an objection to those conditions.

The further remark that under the National Conditions a purchaser does not obtain a binding contract but an agreement to sell at the vendor's option, must have been made without regard to the well-established rule of law that the power of a vendor to rescind cannot be exercised arbitrarily or capriciously.

It is well known that in the case of sales by auction, whether any general form of conditions is incorporated in the contract or not, the conditions are, in fact, invariably settled in the vendor's favour.

It is submitted that on a sale by auction in any particular case a purchaser is no more likely to be unduly prejudiced than under a contract which does not expressly incorporate any general form of conditions.

In the case of a sale by private treaty it is the duty of the purchaser's solicitors to see that his client is not unduly prejudiced.

He is not absolved from that duty by the fact that the contract incorporates some general form of conditions of sale.

Obituary.

LORD SANDS.

Lord Sands, a Judge of the Court of Session since 1917, died at Edinburgh on Monday, 26th February, in his seventy-seventh year. Christopher Nicholson Johnston was educated at St. Andrew's, Edinburgh, and Heidelberg Universities, and was called to the Scottish Bar in 1880. He took silk in 1902. In 1899 he became Sheriff of Caithness, being transferred to Inverness-shire in 1900, and to Perthshire in 1905. He resigned in 1916 to become M.P. for Edinburgh and St. Andrews Universities. In 1917 he was knighted and appointed a Lord of Session, when he took the bench title of Lord Sands. He was Procurator of the Church of Scotland from 1907 to 1918. Lord Sands wrote a large number of books, including two legal works.

MR. L. G. NIGHTINGALE, K.C.

Mr. Lacy Gamaliel Nightingale, K.C., late Attorney-General of the Transvaal and Cape Province, died in St. Thomas's Hospital on Thursday, 22nd February, at the age of sixty-five. He was a barrister who had practised at the Cape Bar, and was appointed a Law Adviser to the Government. He had served in that capacity in both the Cape and the Transvaal Provinces.

MR. G. SLATER.

Mr. Gilbert Slater, retired solicitor, of Droitwich, died on Saturday, 10th February, at the age of fifty-eight. He was admitted a solicitor in 1900, and founded the firm of Messrs. Slater & Camm, of Dudley, but retired from practice in 1919 on account of ill-health. In his younger days he played lawn tennis for his county, and he had recently been elected to represent Worcestershire on the L.T.A.

MR. E. A. STEELE.

Mr. Ernest Anderton Steele, LL.B., solicitor, of Halifax, died on Monday, 26th February, at the age of fifty-four. Mr. Steele, who was admitted a solicitor in 1903, was head of the firm of Messrs. Steele and Duckworth, of Halifax. He was a member of the Committee of the Halifax Law Society, and was librarian of the Society for many years. He was President from 1929 to 1931. Mr. Steele established a system of law classes, and in recent years had conducted his coaching by correspondence.

Reviews.

National Health Insurance. By W. J. Foster, LL.B. (Lond.), of Gray's Inn, Barrister-at-Law, and F. G. Taylor, Fellow of the Institute of Actuaries. 1934. Demy 8vo. pp. xi and (with Index) 263. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The principal provisions of the Acts and Regulations relating to National Health Insurance are set out in this book, together with a useful survey of the whole scheme. The relationship between Health Insurance and Pensions Insurance is clearly explained, and there is an interesting chapter on Workmen's Compensation and Damages. The marginal references to statute and regulation should prove extremely

valuable, and the index appears to be adequate. The book is a useful work of reference for all those who deal with the administrative side of National Health Insurance, and is also suitable for students possessing technical knowledge.

The Law of Public Meeting and the Right of Police Search. Prepared by a Committee of the Haldane Club. 1934. London: Victor Gollancz, Ltd.; The New Fabian Research Bureau. 6d. net.

A compendious and clear exposition, with occasional criticism, specially interesting since *Elias* v. *Pasmore*. If similar pamphlets, each treating a single legal aspect, are published in connection with future *causes célèbres*, a real service would be rendered to citizenship.

Income Tax Summarised. W. Barrie Abbott. Second Edition; 1933. Demy 8vo. pp. viii and (with Index) 114. London: Gee & Co. (Publishers) Ltd. 5s. net.

A very concise and explicit summary of income tax. The subject-matter is well set out and the illustrative examples are both practical and helpful. Salient points are stressed by means of different fount type. Clarity of expression throughout and a comprehensive index commend this book to both student and practitioner.

The Local Government of the United Kingdom and the Irish Free State. By John J. Clarke, M.A., F.S.S., of Gray's Inn and the Northern Circuit, Barrister-at-Law, Legal Member of the Town Planning Institute. Eighth Edition. 1934. Crown 8vo. pp. xv and (with Index) 851. London: Sir Isaac Pitman and Sons, Ltd. 12s. 6d. net.

The reputation of this standard work continues to be maintained by the present edition. It succeeds in being encyclopædic without being obscure or dull, and its immense scope is amply justified by the clarity and orderliness which mark its treatment. The present edition incorporates the legislation of the Parliamentary Session 1932-33, and the chapter on Town Planning has been entirely re-written, so as to include the provisions of the Town and Country Planning Act, 1932. As a handy work of reference for practitioners it is admirable, and the fact that it is the text-book recommended for a large number of professional examinations is sufficient testimony of its value to students.

Books Received.

The Burning of the Reichstag. By Douglas Reed. 1934. Demy 8vo. pp. 352. London: Victor Gollancz, Limited. 12s. 6d. net.

Lord Reading and His Cases: the Study of a Great Career. By Derek Walter-Smith. 1934. Demy 8vo. pp. xvi and (with Index) 400. London: Chapman & Hall, Ltd. 15s. net.

Interim Development, incorporating the Provisions of the General Interim Development Order, 1933. Supplement to "Blackbourn's Plain and Practical Guide to District Development under the Planning Act, 1932." By L. A. Blackbourn, L.M.T.P.I., Solicitor. 1934. London: Kent County Newspapers, Ltd. 1s. net.

The Journal of Comparative Legislation and International Law. Third Series—Vol. XVI, Part I. February, 1934, Edited by F. M. Goadby, D.C.L. London: Society of Comparative Legislation. 6s.

Handbook on the Welfare of the Blind in England and Wales. Revised Edition, 1934. London: H.M. Stationery Office. 1s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Notes of Cases.

House of Lords.

Kleinwort, Sons & Co. *v.* **Associated Automatic Machine Corporation Limited.** 22nd February, 1934.

Company—Shares—Purported Transfer—Scope of Authority—Certification—Estoppel.

This was an action for alleged fraudulent misrepresentation, breach of warranty and refusal to register the plaintiffs as holders of certain shares in the defendant company. The plaintiffs alleged that in pursuance of certain transactions, certain trusts delivered to them what purported to be transfers of the shares bearing certifications signed by the registrar of the defendant company, that the certificates were then at the company's office and that those certifications constituted false representations made by the defendant company or their agents that the defendant company had in their possession valid certificates for the shares. The defendant company denied the allegations and liability. Avory, J., gave judgment for the plaintiffs for £72,000 and costs. The Court of Appeal held that the decision in *George Whitechurch Ltd.* v. *Cavanagh* [1902] A.C. 117, exactly covered the present case. The plaintiffs appealed.

Lord Russell of Killowen, in giving judgment, said that the transfers purported to be transfers certified by the respondent company; in other words they purported to contain a statement by the respondents that they were in receipt of certificates which covered the shares referred to in the transfers. In fact no such share certificates had been received by the respondent company. The statement was in fact put on the transfer by a clerk in the employ of Secretarial Services Limited. Avory, J., found as facts that the certification was placed on the transfers fraudulently, and that the firm were induced by it to make the loan. In those circumstances if the statement was one which they were authorised to make, the respondent company would be bound thereby. The result would follow that the firm could recover damages as compensation for the loss which they had sustained by reason of the fraudulent misrepresentation of the respondent company or (on the footing of an estoppel against the respondent company) damages for wrongfully refusing to register their nominees in respect of the specified shares. But in either case it was essential for the firm as a condition of success to prove that the statement, which was the inducement or which grounded the estoppel, was in law the statement of the respondent company. It was at that point that in his opinion the firm's case broke down, with the result that they must fail on this appeal, and that by reason of a previous decision of the House of Lords in *George Whitechurch & Co. Ltd.* v. *Cavanagh* [1902] A.C. 117. That was a clean and clear decision of the House of Lords that where in fact the secretary of a company was permitted to certify transfers, his authority in that behalf only extended to acknowledging the receipts which were in fact lodged, and that if he certified a transfer when no certificate had in fact been lodged, his statement in that behalf was not in law the statement of the company. If he, his lordship, was right in that, the decision presented an obstacle which neither the appellants nor their lordships could surmount. The cases were not distinguishable. The appellants' claim to relief, however it might be put, required as an essential a statement by the respondent company that the necessary certificate had been lodged, and that statement was never made by the respondent company, either in fact or in law. For those reasons the appeal must fail.

Lords Tomlin, Warrington, Macmillan and Wright concurred.

Counsel: *C. T. Le Quesne*, K.C., and *Harold Murphy*; *Wilfrid Greene*, K.C., and *H. G. Robertson*.

Solicitors: *Hyman Isaacs, Lewis & Mills*; *Slaughter and May*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

Flower *v.* Ebbw Vale Steel, Iron & Coal Co. Ltd.

Scrutton and Maugham, L.JJ., and Talbot, J.

29th and 30th January, 1934.

Master and Servant—Injury—Accident—Dangerous Machinery—Improperly Fenced—Accident—Breach of Statutory Duty—Contributory Negligence—Factory and Workshop Act, 1901 (1 Edw. 7, c. 22), s. 10.

Appeal from a judgment of Lawrence, J.

The plaintiff was employed by the defendants in cleaning a sheet roller leveller machine, the rollers which were less than an inch apart being protected by a copper bar across the front of the machine, slightly below the front top roller. In cleaning the machine while in motion, the plaintiff put his hand under the bar and against the front top roller. It was drawn into the machine and seriously injured. In this action the plaintiff alleged that the machinery was dangerous and should, under the Factory and Workshop Act, 1901, s. 10, have been securely fenced. The defendants denied this, and alleged (*inter alia*) that the accident was due to contributory negligence on the part of the plaintiff. They admitted liability under the Workmen's Compensation Act, 1925. Lawrence, J., held that the machine was dangerous and not securely fenced, but that the plaintiff was guilty of disobedience to orders and negligence which were the proximate causes of the accident. He gave judgment for the defendants.

Scrutton, L.J., dismissing the appeal, said that the court was bound by *Dew* v. *United British Steamship Co.*, 98 L.J., K.B. 88, where it was held that the contributory negligence by the plaintiff was an answer to a claim based on a breach of a statutory duty. This was supported by *Caswell* v. *Worth*, 5 E. & B. 849; *Senior* v. *Ward*, 1 El. & El. 385; and *Groves* v. *Lord Wimborne* [1898] 2 Q.B. 402 (see also the *dicta* in *Rudd* v. *Elder Dempster & Co.* [1933] 1 K.B. 566, and *Wheeler* v. *New Merton Board Mills* [1933] 2 K.B. 669). As to the finding of fact, there was evidence on which the learned judge could so decide.

Maugham, L.J., and Talbot, J., concurred.

Counsel: *Sir R. Coventry*, K.C., and *A. Cockburn*; *Micklethwait*, K.C., and *A. A. Warren*.

Solicitors: *Pattinson & Brewer*, agents for *Lydon, Moore & Co.*, of Newport, Mon.; *Bell, Brodrick & Gray*, agents for *Arthur J. Prosser*, of Cardiff.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

In re an Appeal from and an Application in respect of the Decision of H. W. Magrath.

Lord Hewart, C.J., Avory and Charles, JJ.

25th January, 1934.

Local Government—Surcharge—County Accountant—Lump Sum Payment in Respect of Supervision of Taxation Department—Surcharge Quashed.

This was an appeal by Peter Lee and fifty-nine other members of the Durham County Council for an order to quash a decision of H. W. Magrath, the district auditor of No. 1 district, which includes the County of Durham, disallowing and surcharging a certain payment of £700 to Harry Bottomley, the county accountant, in respect of his services in the supervision of the local taxation department in connection with the levying and collection of the taxes on mechanically propelled vehicles imposed by the Finance Act, 1920. The appellants also asked for a declaration that in making the payment of £700 they acted reasonably and in the belief that their action was authorised by law; and for an order that they be relieved from personal liability in respect of their surcharge. On account of the additional work cast on him the county accountant's salary was increased as from the 1st January, 1925, by £100 a year, but that was not understood by the appellants, or by the county accountant, it was stated, to be a final settlement of the matter. On account of industrial unrest in the years that followed, however, the matter was not laid before the county council for their consideration again until 1931. On the 29th July, 1931, the county council adopted a report of the salaries, wages and hours committee in which it was recommended that the county accountant be paid £700 out of the moneys received from the Minister of Transport in respect of his services in the supervision of the local taxation department, and that in future all moneys paid by the Minister in respect of the services of the accountant be paid to the accountant. That sum, the appellants submitted, was paid in a proper and *bonâ fide* exercise of the discretion of the county council given to it by the Municipal Corporations Act, 1882, and the Local Government Act, 1888. The auditor, in his certificate, stated, *inter alia*, as a reason for disallowing the sum of £700, that it purported to be remuneration for work done during a number of years before July, 1931, and as such was a retrospective payment; and that such payments were not authorised by statute or other competent authority.

Lord Hewart, C.J., said that in his opinion it was reasonably clear that the resolution giving the county accountant another £100 a year from 1925 was not intended to deal conclusively with the matter. Ultimately, in 1931, the county council paid him the sum of £700 out of the moneys received from the Minister of Transport. In his (his lordship's) opinion it was still open to the county council in 1931 to pay in a lump sum the amount of the annual sums which the council might have paid during the preceding years in respect of the work of supervision done by the county accountant. He (his lordship) thought, therefore, that not only was that payment not illegal, but, on the contrary, that it was reasonable and proper. The appeal would be allowed and the order of the district auditor quashed. There would also be declarations as asked for the appellants, and their costs paid by the Durham Council Council.

Avory and Charles, JJ., gave judgment to the same effect.

Counsel: *Arthur Morley*, K.C., and *Denis H. Robson*, for the appellants; *Croom-Johnson*, K.C., and *C. Erskine Simes*, for H. W. Magrath, the district auditor; *E. L. Mallalieu* for two ratepayers.

Solicitors: *Sharpe, Pritchard & Co.*, for *Harold Jevons*, Durham; *Park Nelson & Co.; Doyle, Devonshire & Co.* for *Molineux, McKeag & Cooper*, Newcastle-on-Tyne.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Bushell *v.* Timson.

Charles, J. 21st February, 1934.

Execution—On Arbitrator's Award—Governed by r. 82 of the Workmen's Compensation Rules, 1926—Non-compliance with Rule—Purported Sale of Goods Void.

The plaintiff in this action, William Ernest Bushell, claimed from J. Timson damages for conversion of certain goods, or their delivery up, or their value. The plaintiff's case was that on the 13th March, 1933, an auction sale of goods and chattels of his was held at his address under an execution issued on an award made in an arbitration under the Workmen's Compensation Acts. The defendant was, the plaintiff said, a bidder at the auction and purported to buy his (the plaintiff's) goods. The plaintiff now alleged that the sale was improper, irregular and void because, *inter alia*, (1) there was no bailiff in possession of the goods and chattels before the date fixed for the sale, (2) no application for leave to issue execution was made to the court under r. 82 of the Workmen's Compensation Rules, 1926, or, alternatively, no notice of such application was given to the plaintiff, and (3) the execution was

carried out without an order of the court, contrary to the provisions of r. 82. The defendant denied that the sale was improper, irregular or void. Alternatively, he said that, if it were, he never at any material time had any knowledge or notice of the alleged or any impropriety or irregularity in the sale, and that he bought the goods in the honest belief that the High Bailiff had a good title to them.

CHARLES, J., said that it was contended on behalf of the plaintiff that the sale was void because it did not comply with r. 82 of the Workmen's Compensation Rules, 1926. It was argued for the defendant that that irregularity was one which could not render the sale void; it was said that the Rules of 1926 had to be read together with the County Court Rules of 1903, and subsequent date, and it was argued that, when one looked at s. 52 of the County Court Act, 1888, it was found that an officer should not be deemed to be a trespasser by reason of irregularity, and from that section it was argued that he, not being a trespasser and being there to do his duty and to sell goods under a warrant, could give a valid title to the goods. The irregularity in this case was that no application for leave to issue execution had been made, and it was said that therefore the whole proceedings were void *ab initio*. The defendant alleged that s. 52 of the County Courts Act, 1888, was so wide as to cure a non-compliance with r. 82, which governed execution on awards. In his judgment it did no such thing. In consequence of the non-compliance with r. 82 in the present case the sale was under an execution which was non-existent in law, and the sale was from its very inception void. Judgment for the plaintiff for the return of the goods or for their value.

COUNSEL: *Vernon Harington* (*Montague Berryman* with him) for the plaintiff; *James Stirling* for the defendant.

SOLICITORS: *Lewis-Barnes, Wheeler and Co.*; *Torr and Co.*, for *Poncia, Swann and Carter*, Ashford, Kent.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Bennett *v.* Bennett.

Sir Boyd Merriman, P. 23rd January, 1934.

DIVORCE — MAINTENANCE — PETITION FOR REDUCTION — EFFECT OF WORDS "UNTIL FURTHER ORDER" IN ORIGINAL ORDER—REDUCTION OF HUSBAND'S MEANS RE-MARRIAGE AND INCREASE OF MEANS OF WIFE—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 190, sub-ss. (1) and (2)—*Turk* v. *Turk*, [1931] P. 116, 124 (75 SOL. J., 393) CONSIDERED.

This was a petition for reduction of maintenance.

The original order was made in 1929, and the wife obtained an order at the rate of £500 per annum, which was expressed to be "until further order." Subsequently she re-married. The former husband claimed that his means had decreased, and he was unable to make payment at the rate ordered. He also relied on the fact of the re-marriage of his former wife to a husband who was in receipt of an assured income. The Registrar, in his report, found that the husband was "unable" within the meaning of the Judicature (Consolidation) Act, 1925, s. 190, sub-s. 2 (*a*), to continue payments on the scale of the subsisting order and submitted that the limitation "until further order" enabled the husband to re-open the matter if the means of the wife had increased, or if fresh circumstances, such as her re-marriage, existed which would have been material at the date of the former order. He referred to *Hall* v. *Hall* [1915] P. 105, 109, 110: 59 SOL. J. 381, C.A.; *Turk* v. *Turk* [1931] P. 116, 124: 75 SOL. J. 394; and *Dufty* v. *Dufty* [1931] P. 127, 132, and submitted that the amount payable under the order should be reduced to £300 per annum.

Sir BOYD MERRIMAN, P., in giving judgment, confirming the Registrar's report, said that the husband's present ability to pay had been reduced by his liability to make certain payments (mentioned in the report). When the period of necessary retrenchment was over he might have more ability. Quite apart from this, he (his lordship) saw no reason for interfering with the submission of the Registrar on the ground that it proceeded in part on the re-marriage of the wife. He had considered this point as dealt with in *Hall* v. *Hall* and *Turk* v. *Turk*, *supra*, and he was convinced that the inclusion in the order for maintenance of the words "until further order" enabled the court on the order coming up for review to have regard to all the statutory grounds which would have been available when the order was originally made under the Judicature (Consolidation) Act, 1925, s. 190, sub-ss. (1) and (2), and that involved estimation of the means of the wife. In his view, the decision in *Turk* v. *Turk*, *supra*, meant that the power of the court to review was not limited by proviso (*a*) to sub-s. (2) of s. 190, and that it was not necessary to find a diminution of the husband's means as the sole preliminary to review when the order was limited "until further order"; jurisdiction could then be founded on the presence of any of the grounds specified in s. 190, sub-s. (1), including the present means of the wife.

COUNSEL: *F. L. C. Hodson*, for the husband; *S. E. Karminski*, for the wife.

SOLICITORS: *Mawby & Barrie*; *Kenneth Brown, Baker, Baker*.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

	PAGE
Beni-Falkai Mining Co. Ltd., *In re*	29
Corry *v.* Robinson (Inspector of Taxes)	12
Crossman, deceased, *In re*	82
Dorman Long & Co. Ltd., *In re*; South Durham Steel and Iron Co. Ltd., *In re*	12
E. *v.* E. otherwise C.	137
Elder Dempster Superannuation Fund Association, *In re*	13
Elias and Others *v.* Pasmore and Others	104
Elvin and Powell, Limited *v.* Plummer Roddis, Limited	48
Feist *v.* Societe Intercommunale Belge d'Electricite	64
Grubb *v.* Grubb	136
Harris, C. and T. (Calne) Ltd. *v.* Harris	13
Harrison, *In re*: Public Trustee *v.* Best	135
Hopkins *v.* Hopkins and Castle	64
Housing Act, 1930, *In re*: Johnson *v.* Leicester Corporation	122
Humphries (deceased), In the Estate of	83
Irving's Yeast-Vite Limited *v.* Horsenail	102
Jenkins *v.* Deane	13
Jones, *In re*: Public Trustee *v.* Jones	82
Leguia (deceased), In the Estate of; *ex parte* Ashworth; *ex parte* Meinertzhagen	136
London Jewellers, Ltd. *v.* Sutton; Same *v.* Robertsons (London), Ltd.	82
Lynch *v.* Lynch	30
Magrath, H. W., *In re* an Appeal from and an Application in respect of the Decision of	122
Markland *v.* Manchester Corporation	103
Neumann *v.* Inland Revenue Commissioners	121
Pattenden *v.* Beney	121
Potts, W. T., *In re*: *Ex parte* Etablissements Callot; and De Schrijver *v.* Leonard Tubbs & Co., and the Official Receiver	103
Queen Anne's Bounty *v.* Executors of William Blacklocks	135
Ragdale, *In re*; Public Trustee *v.* Tuffill	48
Rosse, deceased, In the Estate of	30
Rossi *v.* Blunden (Inspector of Taxes)	48
Royal Warrant Holders' Association *v.* Lipman	64
Smith (Inspector of Taxes) *v.* York Race Committee	29
Smith, R., & Son *v.* Eagle Star and British Dominions Insurance Co. Ltd.	121
Townend *v.* Askern Coal and Iron Co.	103

Societies.

City of London Solicitors' Company.

ANNUAL DINNER.

Mr. M. C. MATTHEWS, the Master, presided at the annual dinner of this Company held at the Mansion House on the 22nd February.

Among those present were: The Rt. Hon. Lord Hanworth, Master of the Rolls, The Rt. Hon. Lord Inchiquin, The Rt. Hon. Lord Tomlin, P.C., The Rt. Hon. The Lord Mayor, The Rt. Hon. Sir Boyd Merriman, The Rt. Hon. Sir Thomas Inskip, C.B.E., K.C., M.P., Mr. Justice Clauson, Alderman Sir T. Vansittart Bowater, Bt., M.P., Alderman Sir William Phené Neal, Bt., Sir Rhys Williams, Bt., K.C., D.S.O., Alderman Sir H. G. Downer, Alderman and Sheriff Sir George T. Broadbridge, Sir Geoffrey Clarke, C.S.I., O.B.E., Chairman of the Council of the London Chamber of Commerce, Sir

Robert L. Connell, K.B.E., Sir Herbert Cunliffe, K.C., Chairman of the Bar Council, Lieut.-Col. Sir John Murray, K.C.V.O., D.S.O., Sir J. R. Pakeman, C.B.E., C.C., Sir Reginald Poole, President of The Law Society, Sir William Prescott, C.B.E., D.L., J.P., Chairman of the Metropolitan Water Board, Sir Herbert T. Robson, K.B.E., Chairman of the Baltic, Sir Hugh Turnbull, K.B.E., Commissioner of City Police, His Honour Judge Shewell Cooper, Alderman and Sheriff Colonel S. G. Joseph, Master Chandler, Mr. Stuart Bevan, K.C., M.P., Mr. Rowland Thomas, K.C., Mr. Gordon Alchin, B.C.L., Mr. J. H. N. Armstrong (Past Master), Mr. E. Burrell Baggallay (Past Master), Mr. H. Roper Barrett, C.C., Mr. P. D. Botterell, C.B.E. (Past Master), Mr. C. E. C. Browne (Hon. Parliamentary Agent), Mr. E. R. Cook, C.B.E. (Secretary of The Law Society), Mr. Neville Dixey (Chairman of Lloyd's), Mr. A. R. Downer, Mr. Bernard H. Drake, C.B.E., Mr. Deputy King Farlow, Lieut.-Col. W. F. O. Faviell, D.S.O. (Governor of the Tower of London), Mr. Hugh D. P. Francis, M.C. (Past Master), Mr. P. C. C. Francis (Past Warden), Mr. R. S. Fraser (Immediate Past Master), Mr. H. J. Greening (President, Chartered Insurance Institute), Mr. F. M. Guedalla (Past Master), Mr. Philip Guedalla, Mr. J. Montague Haslip (Past Master), Mr. H. L. H. Hill (President of the Institute of Chartered Accountants), Mr. C. N. Hooper, Mr. G. F. Hotblack, Mr. W. J. McAlister (President of the Chamber of Shipping), Mr. G. L. F. McNair (Past Master and Hon. Treasurer), Mr. J. W. Marsh, Mr. G. S. Pott (Past Master), Lieut.-Col. C. R. Satterthwaite, O.B.E. (Secretary, Royal National Life Boat Institution), Mr. E. J. Stannard (Past Master), Mr. H. S. Syrett, C.B.E., C.C. (Member of Court) and Mr. T. H. Wrensted (Past Master).

After the loyal toasts had been honoured, the Master proposed the health of the Lord Mayor, the Sheriffs and the Corporation of the City of London, declaring that the Company was intensely proud of the civic institutions of London and its past history. It owed a deep debt of gratitude to the Lord Mayor for inviting it to dine at the Mansion House. He expressed the relief of all members and guests that the Lady Mayoress was making a good recovery from her serious illness.

The Lord Mayor, in reply, said that the Corporation administered only one square mile, but it opened its treasury to a great public beyond its walls and offered its gifts to the world for the happiness and health of all. Only recently the City had reached out its hand as far as India, and that evening the Lord Mayor had received a long letter by air mail from the Viceroy, in which were these words :—

> " Your appeal has made a deep impression in India and has met with nothing but the most favourable comments from the press, which gave it the widest publicity. A gesture from England such as you have made will have a profound effect out here and be heartily welcomed by the people as an earnest of your solicitude for those who have suffered in this great disaster."

Over the door of a New York library, said the Lord Mayor, were written the words : " Truth beareth away the victory." Might not the same, he asked, be said of the English law and of the City, which was so proud of the work of its courts, and especially of its administration of the Central Criminal Court in combination with His Majesty's judges ? The City had a special affection for solicitors. He marvelled that solicitors always seemed to be rich men, although they seldom sent in their accounts. He could not imagine what life would be like if the City solicitors were not present to correct their clients' evasions and avoidances, omissions and commissions, and their grave misuse of the words " without prejudice."

Mr. E. Montague Haslip, proposing the toast of " Commerce," said that the theme was very wide, for it included trade, industry and to a certain extent finance. In the last few years trade and industry had gone through a very bad time. Different nations adopted different methods of dealing with their difficulties. Two years ago, when the crisis had arisen, the people of this country had realised that their expenditure must be minimised and had done their best to make both ends meet. It was difficult to say what progress had been achieved, but there was great necessity for considerable alteration in our methods of carrying on international trade. In America one man had entirely thrown over the advice of financiers, traders and industrialists and had listened entirely to that of theorists and idealists, pouring huge sums of money into numerous committees to increase wages in the hope of increasing purchasing power and reducing production. When Joseph Chamberlain had fought his first election on Tariff Reform he had explained that in China there were enormous masses of iron and coal close to one another, and that the Chinese could set up furnaces without any transport costs and would in years to come obliterate the iron and steel industry of Europe. This had not come to pass, but Japan had done much the same thing to this country's textile industries.

Law and Commerce.

Mr. Neville Dixey, chairman of Lloyd's, in reply, suggested that, when the company drank prosperity to commerce, they were not entirely disinterested, because they realised that, as long as the present depression lasted, few persons could afford the luxury of litigation. Never had it been wiser to obey the difficult injunction : " Agree with thine adversary quickly." While, however, law was dependent on commerce, commerce was to a large extent dependent upon law, for without it there would be no confidence that any contract would be honoured or any obligation met. He wished that the luxury of going to law were not quite so expensive, and quoted Lord Riddell's story of the workman who, having been awarded £100 compensation and receiving a cheque from his solicitor for £47 15s., had inquired : " Was it you or me fell off that b—— scaffold ? " The Lloyd's form of salvage agreement brought the legal profession closely into touch with commerce ; this form had been alleged to reduce the work of the Admiralty Court, but he hoped that it would not prejudice against Lloyd's any of the learned judges present that evening. There was a Lloyd's agent in every important port in the world, and the diminution in international trade affected the company very closely. It seemed useless at the moment to make any kind of protest against the wave of economic nationalism which was sweeping over the world and which when it receded must leave every nation more impoverished. The ironical feature of the movement was that it appeared at a time when mechanical science had almost conquered the barriers of time and space. Just as the gulfs of nature had been bridged, man created further gulfs artificially. He urged statesmen everywhere to use their commonsense, abandon restrictions and let the people of all countries enjoy the fruits of the earth and the abundance thereof.

The Hon. E. G. Eliot, Senior Warden, in proposing the health of " The Guests," remarked that, but for the fortunate circumstance of the dinner, he would at that moment be wasting time as usual in attempting to solve a crossword puzzle. He thought it possible to frame his toast on the analogy of a crossword puzzle, taking the three clues of " The City," " Commerce " and " The Guests." His own clue was not altogether a fair one, because he did not know whether it was down or across. He might say, however, that the guests in their seating arrangements to-night were both down and across. Quotations entered largely into the solution of cross-word puzzles, and he suggested one from Shakespeare : " I hold to-night an old accustomed feast to which I have invited many guests." This quotation came from " Romeo and Juliet," but unfortunately neither Romeo nor Juliet was present at the dinner. Another quotation which he liked was not a Shakespearian one : " An alderman shall have to his drink and for his guests a gallon of ale," but this also must be discarded as a solution that evening for obvious reasons. Applying the rule : " When in despair, try an anagram," he said that he had taken the letters of " guests " but had only been able to re-arrange them in the unpromising form " gusset." Nevertheless, on looking this word up in the dictionary, he had found it defined as " a triangular piece let into a garment to strengthen and enlarge it." The Company's guests were not triangular, but he could confidently say that they had strengthened the Company's pleasure and enlarged its enjoyment. He was fortunate in having two skilled collaborators in the solution of the puzzle : The Master of the Rolls, who had never in his life given the Solicitors' Company a cross word, and Mr. Philip Guedalla, a man of letters and an artist in words.

Lord Hanworth replied that lawyers knew quite well that those engaged in commerce, although law was too expensive for them and they tried to avoid it, always came to men of law in times of trouble because these were people who were able to make rough places plain. He was responding, he said, for a number of people who pursued very different activities in this great city. Some of them spoke with hope of a rising barometer of trade, but one of them who looked with anxiety at a rising barometer was the Chairman of the Metropolitan Water Board. He hoped that the Chairman of Lloyd's would soon be able to ring two notes upon the Lutine Bell to announce that the good ship of the City's commerce had come successfully to port.

Lord Halsbury had said that lawyers were only concerned with the pathology of business, and unfortunately this remark was sometimes all too true. Lawyers scrutinised business documents and claims with a care which their authors certainly did not bestow on them and with a criticism which did not belong to the inhabitants of the square mile, and were sometimes surprised to find how much business was done upon the nod. He recollected that about thirty years ago he was concerned in an action brought against six stockbrokers, who

were charged with a breach of contract which involved them in damages amounting to £1,000,000. An interesting fact was that if judgment had been passed against them for that sum they could have paid it. They had a document written in pencil upon half a sheet of paper and containing some figures: £85,000 to one firm had been struck out and £130,000 put in; £75,000 for another firm had been struck out and £150,000 put in, the total liability being £500,000. At consultation he had asked his client whether he had signed a document or not, and the reply had been: "I can't for the life of me remember." As he and his client had walked away from the consultation in the gloaming, he had remarked: "It is very difficult to explain to a man who has achieved great eminence in his profession and has reached that summit at which he is paid £5,000 a year (for in those days judges had been paid £5,000 a year) (Laughter) that when you put your name to or signed a contract for £500,000 you did not know whether you had signed it or not." "Well," replied his client, "I don't mind telling you why I don't remember. It was in November and we were going to shoot my pheasants next day, and I went by an early train on that Friday, and that was all I knew about it." That was perfectly good business; the contract had been carried out to the full, and the £500,000 had been paid, but a somewhat different standard of criticism had been applied to it in the Temple from that which had been applied on the Stock Exchange.

The lawyers gathered at dinner were, said Lord Hanworth, joining hands with unity of purpose and expressing by their presence and their invitation to so many leaders of commerce the interconnection between business and law. All members of the Bar and Bench appreciated what the solicitors had done for them in early days, and as Master of the Rolls, with the opportunity of knowing a great deal about the solicitors' profession, he could add his high testimony to their conduct in difficult circumstances.

Mr. PHILIP GUEDALLA, also in reply, said: "I retain sufficient memory of the manners and customs prevailing in the company which I am permitted to keep to-night for a few hours, to know that for any speaker following the Master of the Rolls the proper course is to 'agree and have nothing to add.' I am perfectly aware, and so is the Master of the Rolls, that he sometimes keeps company that is slightly more talkative and even less unanimous on occasions than this. I should have been content to follow that course if I had not been instructed to do otherwise, and this company is perfectly aware that on instructions it is often necessary to thrust oneself upon an indifferent audience, even if not upon an actively hostile one. It would be ungracious for my part and also in the name of the guests, for whom I, too, am replying in a subordinate capacity, to find fault with any of the charming things that fell from the proposer of this toast, but I am bound to say that I must take exception to one of them. Juliet, he said, was not present. He said that before a balcony entirely filled with ladies; and he then passed on to an exposition in which he explained that I was in some occult way equal and opposite to the Master of the Rolls, standing in some peculiar theological relation which I, for one, cannot follow. After telling us that something about truth was written on a building in New York—on the outside of a building in New York—he added in the hearing of all present that he had a great affection for solicitors. I am not sure how many of us would put it quite as high as that! I am aware that there are ladies present, but I hope that their affection for solicitors is of a specialised rather than of a generalised character. For myself, the sentiment is one which I should have echoed with a sycophantic emphasis ten years ago in a hopeful mood, but I survey solicitors now with a more temperate affection, with a certain gratitude and a certain apprehension.

"My friend Mr. Neville Dixey gave a magnificent demonstration of that risk-taking capacity which is the life-blood of commerce by coming from the insurance world to risk himself in the society of several of His Majesty's judges. I should like to think that my invitation to speak for the guests came to me in the character of an Essex County magistrate, but I do not believe it does, although in that capacity I have not yet been reversed, which is more than some of my much more eminent neighbours at this table can say. In spending a short time in legal society once again after all these years, I feel something like a daughter of the family who, having gone out into the world, and perhaps gone slightly wrong, returns for one evening to see if father is still telling the same old stories after dinner and if all the old ornaments are still in the same place. I see that one or two of them have been promoted, but that you are still discussing Order XIV with the same unchanging gusto."

In conclusion, Mr. Guedalla said that in a world in which any fool seemed to think that he could do anything, however wrong, if he wore the right shirt, the law of England, made, built and administered by men of every faith and of more races than ethnologists could count, remained a great edifice of right. It was a good thing to honour it in the heart of the City, which had so often been the last refuge of freedom.

Mr. E. G. ROSCOE, Junior Warden, proposed the health "Bench and Bar," institutions which throughout all the tremendous changes that had taken place in the last hundred years had always remained the same in their devotion to the great tradition of their calling.

BENCH, BAR AND SOLICITORS.

Sir BOYD MERRIMAN, replying for the Bench, remarked that a character in one of the novels of George Meredith had suspected the past, as he mistrusted the future, of those who did not know how to dine. No guest had any suspicions at all of the past of this hospitable company, and all were certain that its future was propitious. He noticed from the toast list that commerce, which the chairman of Lloyd's had indicated meant clients, came first; then came the unfortunate men who had to do the work—the Bench and Bar—and the solicitors' profession had taken good care that they should get the last word. He had been so recently a member of the Bench, he said, that he felt something like a man rescued from drowning who was asked to relate his experiences; he had never really been drowned and had hardly had time to realise that he was still alive. A young friend of his who had miraculously escaped unhurt after falling 200 feet on skis had said that his only thoughts during the experience had been what a marvellously funny film it would have made. Sir Boyd could not pretend that any of his present work would make a marvellously funny film, even if some of the things to which he had to listen bore a strong resemblance to many of the films which were seen in London at present.

Anyone who occupied for a short time the position which he held could not fail, he declared, to be aware of the enormous help which the solicitors' profession was rendering to the poor litigants of the country. Though this was true of litigation in all its branches, it was nowhere more true than in the Divorce Court. An enormous percentage of divorce cases were brought by poor persons, and firms of solicitors all over the country gave time, care and attention unstintingly to the cause of these poor litigants. Nowhere were their efforts more necessary or more highly appreciated.

Sir THOMAS INSKIP, K.C., also in reply, said that whatever Mr. Guedalla in his detached position might feel about solicitors, no member of the Bar could fail to be most deeply appreciative of the kindness which he experienced from them. Solicitors nursed members of the Bar, brought them up, saw them pass into old age—almost perhaps into dotage—but never forsook them or reproached them. They always knew more about the facts of the case than counsel, and nearly always more about the law. They took counsel's opinion and attached excessive sanctity to it, until counsel got into the habit of thinking that they really must be wiser. Solicitors paid to members of the Bar fees which were very often exorbitant; "but," remarked Sir Thomas, "I have recently been trying to insure some of my effects and have found it very expensive to do so; if the chairman of Lloyd's will reduce his fees, I will reduce mine." He continued: "I am sometimes asked whether a boy should go to the Bar; I am usually told that he is intelligent, that he has won a scholarship and that he is hardworking. I reply that none of these things matters, but only one thing: does he really love it? When I went as a raw pupil into the chambers of John Eldon Bankes and went home on the first night, I could hardly wait for the next morning, so attracted was I by the new life into which I had entered. Sir Reginald Poole will remember those days, when his partners used to come to those chambers and we pupils used to speak disrespectfully of them as 'Old George' and 'Young George.' At this time of my life, however, I never feel anything but the deepest gratitude and respect for the eminent members of the profession with whom we come into contact for the kindness and generosity which they always show to members of the Bar."

Sir REGINALD POOLE, President of the Law Society, in proposing the health of "The Master of the Company," assured the gathering that though he had the hard task of following two masters of oratory he was encouraged by the reflection that if it were not for solicitors, none of them would be there. Solicitors were the breath of their nostrils, and from solicitors they derived their very existence. The Company followed in the steps of the great city companies which were the glory and the pride of the greatest city in the world. It had a hard example to follow, but would not disgrace it. The Law Society had received in the past ample proof of the Company's loyalty to the governing body of the profession and looked forward with hope and confidence to that loyalty being maintained. The business of a solicitor was by no means confined to the

law; solicitors were the advisers and counsellors of their friends—because their clients should be and often were their friends. They were called upon in emergencies and crises, and on great occasions in the lives of men, to help and advise. It was a great privilege and opportunity; it did not concern the peculiar work to which they were trained, but it had grown to be a custom which had met no abuse from solicitors. It was a marvellous position, and one which was honoured all over England. City solicitors were charged with a specially grave responsibility, which they fully recognised.

THE MASTER, in reply, assured Sir Reginald that City solicitors looked upon The Law Society not merely as friends but as the parent Society. The Company had a special function in the organisation of the profession. Solicitors in City practice came in contact with circumstances which were not necessarily known to people who practised nearer to the Law Courts. It was wise and right that they should have the opportunity of expressing their collective views in a way which might be useful to the parent Society. Moreover, the Company gave its members an opportunity of meeting socially and getting to know one another. It was useful, but rare in these days, to meet the men with whom one did business, and the Company offered to solicitors who worked in the City occasions such as the present for meeting one another on pleasant social terms.

The Birmingham Law Society.

The Annual General Meeting of the Birmingham Law Society was held at the Law Library, Birmingham, on Wednesday, 28th February, when the 115th annual report of the proceedings was presented. The report, which dealt with the year ended 31st December, 1933, may be summarised as follows:

The membership of the Society shows an increase of five as compared with last year, the number on the register on the 31st December, 1933, being 430.

The following members have died during the year: Dr. A. H. Coley and Messrs. G. A. Bettinson, L. B. Chatwin, D. Cochrane, A. L. Crockford, A. I. Sherwin and S. Ward.

Mr. R. A. Pinsent has continued to represent the Society on the Council of The Law Society as an extraordinary member, to which office he was re-elected in July last for a further three years.

The income and expenditure account shows a credit balance of £287 2s. 10d., as against £670 1s. 11d. last year. The decrease is occasioned by special expenditure.

During the year the Committee authorised the expenditure of £200 in rebinding a number of books which are not in everyday use, but which have a permanent value. The work was completed in time for the removal into the new premises and has ensured the preservation of many books of which the bindings were in decay, besides effecting a great improvement in the appearance of the library.

Eleven thousand nine hundred and forty-one books have been issued during the year.

MEDALS AND PRIZES.

No candidate qualified to receive the Gold Medal and consequently the Horton Prize was not awarded.

Two candidates took Second Class Honours, and were awarded jointly the Bronze Medal. They were Mr. J. A. Blackham, articled to Mr. H. W. Clark, of Birmingham, and Mr. P. A. Evans, articled to Mr. S. W. Dewes, of Tamworth, and to each candidate your Committee have awarded a prize of books to the value of three guineas.

Mr. D. Bromilow, articled to Mr. J. H. Breakwell, took Third Class Honours, and has been awarded a prize of books to the value of two guineas.

SOLICITORS' CLERKS' PENSION FUND.

The Solicitors' Clerks' Pension Fund was inaugurated in 1930, and copies of the Memorandum circulated to all solicitors.

The scheme has not yet received the support it deserves, and it is hoped that members will not only inform their clerks of its existence, but encourage and assist them to join it.

SOLICITORS ACT, 1933.

This Act, which came into force on 1st January, 1934, provides for the making and enforcement of rules as to the keeping of accounts for clients' moneys and other matters of professional conduct.

The Council of The Law Society have issued Draft Rules as to the keeping of these accounts, which Rules have been carefully considered by the Committee, whose suggestions have been forwarded to The Law Society.

The Rules have also been considered by the other members of the Associated Provincial Law Societies and are shortly to be reviewed by the Council of The Law Society. No rules will come into force until the expiration of six months from the date on which they receive the approval of the Master of the Rolls.

NEW LIBRARY PREMISES.

The work of reconstructing the old building in Temple-street proceeded with very little interruption.

Various schemes for furnishing the library were considered by the Committee and the Building Sub-Committee.

At the October meeting of the Committee the President announced that he deeply appreciated the honour of being in the chair during the year in which the new library was to be erected and opened, as he took the keenest interest in the work, and he informed the Committee that he had great pleasure in offering a gift of the carpet which had been chosen for the centre of the main library.

A unanimous vote of thanks to the President was passed for his kind offer which the Committee accepted.

An invitation to open the library was sent to the Lord High Chancellor, The Rt. Hon. Viscount Sankey, G.B.E., in October, but he was unable to accept the invitation during 1933 owing to his public engagements. Ultimately the Lord Chancellor expressed his willingness and pleasure to open the new library on Thursday, 18th January, 1934.

The major portion of the books was removed from Wellington Passage on the 27th and 28th December. The Committee wish to place on record their sincere appreciation of the work done by the Librarian, Mr. J. L. Pumfrey, and his assistant, Mr. E. E. Cotterill, in arranging for and assisting in the removal, and also for their untiring efforts whereby the books were placed in their allotted positions and were immediately available for use without the necessity of closing the library or impeding the use of the books by members.

Negotiations for letting the second and third floors in the front of the building are proceeding satisfactorily.

MEMORANDUM AND ARTICLES OF ASSOCIATION.

The proposed new Memorandum and Articles of Association were presented to the Society at an Extraordinary General Meeting held on the 22nd March, and the necessary Special Resolutions were passed adopting them, the sanction of the court to the alterations in the Memorandum being obtained on the 27th June. The Memorandum as revised and the Articles of Association are now printed together and are available at the library.

A new set of Rules to be made under the revised Articles governing the use of the library and the removal of books is under consideration by the Committee.

The Committee decided to raise the funds necessary to complete and equip the new building by the issue of £13,500 4 per cent. debentures (part of a total issue of £15,000), repayable in 1955, and a sum of £11,475 has been raised, the whole being subscribed by members of the Society.

The Committee are considering various schemes for establishing a sinking fund to cover the depreciation in value of the leasehold premises as the leasehold term shortens, and to facilitate repayment of the debentures at maturity.

HIGH COURT RULES.

Since the promulgation of the new Rules of Court, the Committee have made representations to The Law Society asking for a uniform practice to be introduced regarding the granting of extension of time for delivery of Statements of Claim and other pleadings, as the practice of the local registrars and the Masters in London was at variance.

The matter is now being considered by the Supreme Court Rules Committee.

COST OF LITIGATION.

At a meeting of the Associated Provincial Law Societies held in June, the Newcastle Law Society put forward the four following resolutions with a view to reduce the cost of litigation.

1. "That this meeting approves the principles of decentralisation and requests the Chairman to form a Sub-Committee with instructions to prepare a scheme indicating how this can best be carried out.
2. "That this meeting approves the recommendation contained in the Newcastle Report that there should be a final Court of Appeal in London and that there be no further appeal.
3. "That this meeting approves the extension of county court jurisdiction to £300.
4. "That this meeting approves the extension of the jurisdiction of the county court registrars."

In spite of criticism by their representative as to the advisability of the adoption of these suggestions without considerable modification, they were approved by a majority of the Associated Provincial Law Societies.

POOR PERSONS PROCEDURE.

The Committee nominated under the Poor Persons Rules, 1925, have continued to carry on their work during the year.

Two meetings of the full Committee were held during the year, and thirty-seven meetings of the rota members. The number of applications to the Committee was 402, a decrease of seven compared with last year; certificates were granted in 128 cases, as against 119 in 1933—an increase of nine.

The Committee tender their thanks to the members of the profession, both solicitors and barristers, who have co-operated in the work during the year.

The establishment of the Poor Persons Committee does not affect the work of the Poor Man's Lawyers Association, which continues to give free legal advice as heretofore to persons too poor to pay for it. The Committee and the Association work in concert, the Association transmitting to the Committee cases which come to its notice of the kind that are dealt with by the Committee.

During the year several members have rendered valuable assistance in this work. The Honorary Secretary of the Association, Mr. F. C. Minshull, the Council House, Birmingham, will be glad to hear from any further members or senior articled clerks willing to give their services. The Society's representatives on the Committee of the Association are Messrs. E. R. Bickley and Gardner Tyndall.

LEGAL EDUCATION.

A copy of the report of the Birmingham Board of Legal Studies for the year ended 31st August last shows that the total number of students is 102 (compared with 105 in the previous year), of whom fifty-three are reading for The Law Society's examinations.

United Law Clerks' Society.

The 102nd Anniversary Festival of this Society will be held on Monday, the 19th March next, and the following letter has been circulated by Sir Reginald Poole, President of the Law Society, to a large number of members of the profession :—

10, 11 & 12 Ely Place,
Holborn Circus, E.C.,
February, 1934.

Dear Sir,

United Law Clerks' Society.

I have been asked by the Society to take the chair at their Annual Dinner which is to be held at the Connaught Rooms on Monday, 19th March next. It is probably already known to you that the Society benefits its members and also non-members in both branches of our profession. Grants are made in cases of distress arising from ill-health and old age, and benefits are conferred on those who have been brought to necessity as the result of the death of the bread-winner.

To help those who help us should be much more than a duty—it should be a pleasure. Looking back upon what is now a long life in the legal profession I have occasion to remember one outstanding fact, and that is the loyalty and devotion of one's clerks. When it is considered how much they may have contributed to whatever measure of success we have attained, little more should be needed to convince us that this Society should be generously supported.

It is therefore with confidence that I invite you to help in carrying on a work so deserving in its objects, and, if possible, to support me by your presence on this occasion. If you are not able to come to the Dinner, will you kindly send a donation which will help to raise a sum that will enable the Committee to face the ensuing year's work of this long-established and well-known Society with hope and confidence.

Yours truly,
REGINALD WARD POOLE.

The Society's address is 2, Stone-buildings, Lincoln's Inn, W.C.2.

Parliamentary News.

Progress of Bills.

House of Lords.

Assessor of Public Undertakings (Scotland) Bill.
Reported, without Amendment. [27th February.
Cambridge University and Town Waterworks Bill.
Read Second Time. [22nd February.
Contraceptives Bill.
In Committee. [27th February.
Diseases of Fish Bill.
In Committee. [27th February.
Ministry of Health Provisional Order (Belper) Bill.
Read Third Time. [27th February.
Ministry of Health Provisional Order (Crosby Litherland and Waterloo Joint Cemetery District) Bill.
Read First Time. [27th February.
Ministry of Health Provisional Order (North Buckinghamshire Joint Hospital District) Bill.
Read Third Time. [27th February.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Read First Time. [27th February.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Read First Time. [27th February.
North Wales Electric Power Bill.
Read Second Time. [22nd February.
Public Works Facilities Scheme (Boston Corporation) Bill.
Reported, without Amendment. [28th February.
Shops Bill.
Read First Time. [22nd February.
Somersham Rectory Bill.
Read Third Time. [22nd February.
Sunderland and South Shields Water Bill.
Read Second Time. [22nd February.
Supply of Water in Bulk (No. 2) Bill.
Read Second Time. [28th February.
West Gloucestershire Water Bill.
Read Second Time. [22nd February.

House of Commons.

Air Force Reserve (Pilots and Observers) Bill.
Read Second Time. [22nd February.
British Hydrocarbon Oils Production Bill.
Reported, without Amendment. [22nd February.
Coal Mines (Protection of Animals) Bill.
Read First Time. [26th February.
County Courts (Amendment) Bill.
Read First Time. [26th February.
Firearms Act (1920) Amendment Bill.
Reported, with Amendment. [27th February.
Indian Pay (Temporary Abatements) Bill.
Read First Time. [26th February.
Manchester Extension Bill.
Read Second Time. [28th February.
Ministry of Health Provisional Order (Accrington) Bill.
Read First Time. [28th February.
Ministry of Health Provisional Order (Crosby Litherland and Waterloo Joint Cemetery District) Bill.
Read Third Time. [23rd February.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage) Bill.
Read Third Time. [23rd February.
Ministry of Health Provisional Order (Watford) Bill.
Read First Time. [28th February.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Read Third Time. [23rd February.
National Industrial Council Bill.
Read First Time. [28th February.
North Atlantic Shipping [Advances] Bill.
Read First Time. [26th February.
Public Works Facilities Scheme (Boston Corporation) Bill.
Read Third Time. [22nd February.
Rural Water Supplies Bill.
Read Second Time. [22nd February.
Statutory Powers (Legal Proceedings) Bill.
Read First Time. [28th February.
Unemployment Bill.
In Committee. [27th February.

Legal Notes and News.

Honours and Appointments.

The King has approved a recommendation of the Home Secretary that Mr. W. D. MATHIAS be appointed Recorder of Penzance, to succeed the late Mr. R. A. Glen. Mr. W. D. Mathias was called to the Bar by the Inner Temple in 1900, and is a member of the Western Circuit.

Mr. G. MACKINNON, K.C., Mr. A. FOREST, K.C., and Mr. J. A. GUILBAULT, K.C., have been appointed Judges of the Superior Court at Montreal.

The Secretary of State for Scotland has appointed Mr. JOHN MACROBERT, solicitor, to be Clerk of the Peace for the County of Renfrew in place of the late Mr. Thomas MacRobert.

Mr. HARRY OGDEN, solicitor, of Burnley, has been appointed Coroner for the Borough of Burnley. Mr. Ogden was admitted a solicitor in 1901.

Mr. SAMUEL CLAPHAM, solicitor, of Keighley, has been appointed Clerk to the Keighley Borough Justices, in succession to Mr. Harry Waddington, who is retiring on 31st March. Mr. Clapham, who was admitted a solicitor in 1908, is in partnership with Mr. Waddington in the firm of Messrs. Waddington & Clapham, solicitors, of Keighley.

Mr. J. E. BLOW, solicitor to the Clerk of the Kesteven County Council, has been appointed Deputy Clerk as from 1st April next. Mr. Blow was admitted a solicitor in 1930.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

NEW STATUTE.

The following New Statute came into force 1st March, 1934 :—

Solicitors (Scotland) Act, 1933 (all except Part I).

THE OFFICERS' ASSOCIATION.

(Registered under the War Charities Act, 1916.)

The general policy of the Association is to promote the well-being of all who have held His Majesty's Commission, and of their wives, widows and dependants ; to relieve distress from causes arising out of the war so far as funds permit, and, wherever possible, to make the recipient of relief self-supporting. Applications for assistance are also dealt with from disabled ex-nurses of the pensionable services. The Association has free legal and financial advice and claims and pensions bureaux, a clothing store at 8, Eaton-square, London, S.W.1, and an employment bureau for ex-officers at 20, Grosvenor-gardens, S.W.1. The Association endeavours generally to co-ordinate the activities of the various societies which are in existence for the benefit of ex-officers and their families.

Cash donations and gifts of clothing will be gratefully received by the General Secretary at 8, Eaton-square, S.W.1.

Mr. Justice Macnaghten, at the opening of the Manchester Assizes last Tuesday, said that now they no longer had a Grand Jury there was no objection to cases being committed for trial at these Assizes after the opening of the Commission. He said that he proposed to try any cases which were committed either this week or next week.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
Mar.	5	Ritchie	Hicks Beach	*Andrews	More
,,	6	Blaker	Andrews	*More	Ritchie
,,	7	More	Jones	*Ritchie	Andrews
,,	8	Hicks Beach	Ritchie	Andrews	More
,,	9	Andrews	Blaker	*More	Ritchie
,,	10	Jones	More	Ritchie	Andrews

		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Mar.	5	*Ritchie	Jones	Hicks Beach	*Blaker
,,	6	Andrews	Hicks Beach	*Blaker	*Jones
,,	7	*More	Blaker	Jones	*Hicks Beach
,,	8	Ritchie	Jones	*Hicks Beach	*Blaker
,,	9	*Andrews	Hicks Beach	Blaker	Jones
,,	10	More	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 8th March, 1934.

	Div. Months.	Middle Price 28 Feb. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110¼	3 12 7	3 7 1
Consols 2½%	JAJO	78⅛	3 3 8	—
War Loan 3½% 1952 or after	JD	102⅞	3 8 1	3 5 11
Funding 4% Loan 1960-90	MN	113⅛	3 10 9	3 4 11
Victory 4% Loan Av. life 29 years	MS	110½xd	3 12 7	3 8 9
Conversion 5% Loan 1944-64	MN	117½	4 5 1	2 17 4
Conversion 4½% Loan 1940-44	JJ	110¼	4 1 7	2 14 10
Conversion 3½% Loan 1961 or after	AO	102¼xd	3 8 6	3 7 5
Conversion 3% Loan 1948-53	MS	99	3 0 7	3 1 5
Conversion 2½% Loan 1944-49	AO	93¼xd	2 13 7	3 1 4
Local Loans 3% Stock 1912 or after	JAJO	90¾	3 6 1	—
Bank Stock	AO	357½	3 7 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	81	3 7 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	89	3 7 5	—
India 4½% 1950-55	MN	109½	4 2 2	3 14 0
India 3½% 1931 or after	JAJO	89	3 18 8	—
India 3% 1948 or after	JAJO	77	3 17 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 6 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (Commonw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	107	3 14 9	3 9 10
Natal 3% 1929-49	JJ	97	3 1 10	3 5 2
New South Wales 3½% 1930-50	JJ	98	3 11 5	3 13 4
New Zealand 3% 1945	AO	96	3 2 6	3 8 11
Nigeria 4% 1963	AO	108½	3 13 9	3 10 9
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	101	3 9 4	3 8 7
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 8
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	88	3 8 2	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	102	3 8 8	3 7 2
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	88	3 8 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	76	3 5 9	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	89	3 7 5	—
Manchester 3% 1941 or after	FA	88	3 8 2	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 10
Metropolitan Water Board 3% "A" 1963-2003	AO	91	3 5 11	3 6 8
Do. do. 3% "B" 1934-2003	MS	92	3 5 3	3 5 11
Do. do. 3% "E" 1953-73	JJ	96	3 2 6	3 3 8
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	114	3 18 11	3 8 0
Nottingham 3% Irredeemable	MN	88	3 8 2	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	107	3 14 9	—
Gt. Western Rly. 4½% Debenture	JJ	117⅛	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	125½	3 19 8	—
Gt. Western Rly. 5% Preference	MA	114	4 7 9	—
Southern Rly. 4% Debenture	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	125½	3 19 8	—
Southern Rly. 5% Preference	MA	114	4 7 9	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date ; in the case of other Stocks, as at the latest date.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: THE SECRETARY,

ST. DUNSTAN'S

HEADQUARTERS,
INNER CIRCLE, REGENT'S PARK,
LONDON, N.W.1.

(*St. Dunstan's is registered under the Blind Persons Act*, 1920.)
The Eighteenth Annual Report may be had on application.

THE

PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN

(FORMERLY EAST LONDON HOSPITAL FOR CHILDREN),
SHADWELL, LONDON, E.1,

Earnestly requests the help of Solicitors when preparing Charitable Bequests.

LEGACIES

are a valued and much needed help in our great work.

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

Patrons: THEIR MAJESTIES THE KING AND QUEEN.
Chairman: BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. ('Phone: East 5068.)

The Solicitors' Journal.

BACK NUMBER RATES

	Per Copy, Post free.
Not more than 6 months old..	1s. 1d.
Over 6 months old, but under 18 months ..	1s. 6d.
Over 18 months old, but under 30 months..	2s. 0d.
Over 30 months old	2s. 6d.

29-31, BREAMS BUILDINGS, LONDON, E.C.4.

CAMBERWELL HOUSE,

33, PECKHAM ROAD, LONDON, S.E.5

Telegrams: "PSYCHOLIA, LONDON."
Telephone: RODNEY, 4731, 4732.

For the Treatment of Mental Disorders.

Also completely detached villas for mild cases with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Putting Greens, Bowls, Croquet, Squash Racquets, and all indoor amusements, including Wireless and other Concerts. Occupational Therapy, Callisthenics and Dancing Classes, X-ray and Actino-Therapy, Prolonged Immersion Baths, Operating Theatre Pathological Laboratory. Dental Surgery, and Ophthalmic Department. Chapel.

Four Resident Physicians and Visiting Consultants.

An Illustrated Prospectus, giving fees, which are strictly moderate, may be obtained upon application to the Secretary.

The Convalescent Branch is Hove Villa, Brighton, and is 200 feet above sea level.

MISS SMALLWOOD'S SOCIETY FOR THE ASSISTANCE OF LADIES IN REDUCED CIRCUMSTANCES.

Under Royal Patronage.

URGENT APPEAL

PLEASE REMEMBER

We have over 300 POOR Ladies in dire want—THE SICK and AGED needing nourishment. Also those who have been suffering from influenza, bronchitis and rheumatism during the cold weather we have had lately. Their incomes are so small they cannot provide for illness.

Will you send a Gift to-day to our most deserving Charity, so as to ensure that the work already being done will not be curtailed during the coming months?

Kindly make cheques payable to:

MISS SMALLWOOD'S SOCIETY, Lancaster House, MALVERN.

LAW ASSOCIATION

For the benefit of Widows and Families of Solicitors in the Metropolis and vicinity. Instituted 1817. Supported by Life and Annual Subscriptions and by Donations. This Association consists of Solicitors taking out London Certificates and of retired Solicitors who have practised under London Certificates and its objects are (amongst others): To grant relief to the Widows and Children of any deceased Member, or if none, then to other relatives dependent on him for support. The Relief afforded last year amounted to £2,352. A Subscription of One Guinea per annum constitutes a Member and a payment of Ten Guineas Membership for Life

Applications to be made to the SECRETARY, E. Evelyn Barron, 3, Gray's-Inn place, London, W.C.1.

PECKHAM HOUSE MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

Telegrams: "ALLEVIATED, LONDON."
Telephones: RODNEY 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

By AUCTION on 21ST MARCH next.

OXFORD STREET, W.

100 & 101, DEAN ST.,

FREEHOLD INVESTMENT

comprising two attractive business properties each on ground, basement and two upper floors, situate

ONLY TWO DOORS OUT OF OXFORD-STREET.

Frontage 47ft. Depth 50ft.

Let at the very

LOW RENT OF £475 P.A.

WITH VALUABLE REVERSION

IN SEPTEMBER NEXT.

Solicitor: Mr. Bertie F. Browne, 12 Clarges-street, W.1.
Auctioneers: Messrs.

Hillier, Parker, May & Rowden,

27, MADDOX-STREET, W.1.

OFFICES TO LET

IN WEST CENTRAL LONDON.

APPLY:

HAROLD WILLIAMS,
HOLLIDAY & PARTNERS,

CHARTERED SURVEYORS,

49, CHANCERY LANE, W.C.2. Holborn 5365.

ESTABLISHED 1852.

DRIVERS & NORRIS,

F.A.I.,

AUCTIONEERS, VALUERS,
SURVEYORS, HOUSE, ESTATE
AND FACTORY AGENTS.

407, HOLLOWAY RD., N.7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phones: NORTH 1503, 1504 & 1131.

Telephone: HOLBORN 0584 (3 lines).

WEATHERALL, GREEN AND SMITH,

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS. VALUERS OF LICENSED PROPERTY.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lines).

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to

Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

PERIODICAL SALES.
ESTABLISHED 1843.

H. E. FOSTER & CRANFIELD

conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

INVESTMENT PROPERTY
URGENTLY REQUIRED.

PRINCIPALS, OWNERS, SOLICITORS and OTHERS should send particulars to

Messrs. COPPINGS

(F. Copping, F.N.A.A.) (A. H. Bryant, A.A.I.), Auctioneers, Surveyors, Valuers and Estate Agents, HIGHBURY-CORNER, 312, St. Paul's-road, N.1. Telephnoe: NORTH 0550.

KNIGHT, FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

THE GUARDIAN OF DEFENCELESS CHILDREN

Child cruelty and neglect in all parts are being checked by the Society's 262 "Children's Men." This never-ceasing work needs continual support.

THE N.S.P.C.C.

has helped over 4,000,000 children to happier lives. A remembrance of the claims of the children is earnestly sought when preparing Charitable Bequests.

LEGACIES ARE A VALUABLE HELP.

Gifts to Hon. Treasurer, Sir G. Wyatt Truscott, or Director, William J. Elliott, National Society for the Prevention of Cruelty to Children, Victory House, Leicester Square, London, W.C.2. (Chairman: The Viscount Ullswater, G.C.B.)

PATENTS, DESIGNS AND TRADE MARKS.

WHEATLEY & MACKENZIE,

Consulting Engineers and Patent Agents,

40, CHANCERY LANE, LONDON, W.C.2.

Principal: MR. S. PERCIVAL. Established 1883.

SURVEYORS, AUCTIONEERS AND ESTATE AGENTS DIRECTORY.

CITY OF LONDON.
H. E. FOSTER & CRANFIELD, 6 Poultry, E.C.2.

WEST CENTRAL LONDON.
WEATHERALL, GREEN & SMITH, 22 Chancery Lane, W.C.2.

NORTH LONDON.
DRIVERS & NORRIS, F.A.I., 407 Holloway Road, N.7.

WEST LONDON.
KNIGHT, FRANK & RUTLEY, 20 Hanover Square, W.1.

SOUTH LONDON.
FIELD & SONS, 54 Borough High St., S.E.1.

MARGATE AND CLIFTONVILLE.
REEVE & BAYLY, 18 Cecil Square, Margate.

A charge of 1s. per line per weekly insertion, with a discount for a series, is made for announcements in the Directory.

Last Will and Testament

IF, AND WHEN, you are invited to advise a client as to the disposition of part of the estate for charitable purposes, please remember The Salvation Army.

All information, Balance Sheets, etc., gladly given on application to The Secretary, at International Headquarters, 101, Queen Victoria Street, London, E.C.4.

Please Remember
THE
SALVATION ARMY

Telephone: HOLBORN 0602.

EDE & RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

Robe Makers — Court Tailors

BY APPOINTMENT.

TAILORING—SOLICITORS' GOWNS

Wigs for Registrars, Town Clerks and Coroners.

93 & 94, CHANCERY LANE, LONDON, W.C.2.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter-lane, London, E.C.4, and Published at 29, Breams-buildings, E.C.4 ('Phone Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide-street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount-road, Madras; Australia and New Zealand: "The Times," 255A, George-street, Sydney, N.S.W. Saturday, 3rd March, 1934